



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 7, 2022

AGENDA

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

A. OPENING

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

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. May 17, 2022 - Regular City Council Meeting
 - b. May 24, 2022 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Approval of Amendment #2 to the YMCA/Brooks Rehab Sublease
 - b. Intent to award ITB 22-06 for the Removal and Replacement of Acrylic Panels at the City Center Walkway Tunnel to A.G. Pifer Construction Company
 - c. Intent to Award ITB 22-09 Ridgewood Ave Watermain Improvements to General Underground, Inc.
8. Resolution No. 22-15 - Adopting Inventory List of Real Property to which City holds Fee Simple Title for Use as Affordable Housing (Required by Florida Statutes Section 166.0451)
9. Resolution No. 22-16 - Adoption Agreement for Mission Square Money Purchase Plans 108373, 108499, 109110, and 106920

10. Approval of Minor Special Event - Showtime Sparkler Sale at 4020 Nova Road
11. Approval of Proportionate Fair-Share Agreement for Town West Senior Living Apartments Site Plan (Case No. 21-80000008)
12. Approval of Proportionate Fair-Share Agreement for Stor-It Site Plan (Case No. 21-80000009)
13. Approval of Proportionate Fair-Share Agreement for Conviva Medical Office Site Plan (Case No. 21-80000012)
14. Approval of Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement
15. Approval to Submit Application for the Federal Fiscal Year 2022 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)

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

D. COUNCIL COMMENTS

16. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

17. Environmental Advisory Board Appointments (x2)
18. Golf Course Advisory Board Report

F. PUBLIC HEARING

19. Second Reading - Ordinance No. 2022-8 - Small-scale Future Land Use Map Amendment/3741 S. Nova Road (Case No. 22-20000001)
20. Second Reading - Ordinance No. 2022-9 - Rezoning/3741 S. Nova Road (Case No. 22-60000001)
21. First Reading - Ordinance No. 2022-4 - Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development / Case No. 21-40000002
22. First Reading - Ordinance No. 2022-15 - Code of Ordinances Amendment/Chapter 42, Article IV - Noise and Light Regulations related to the Riverwalk, Down Under, and Ridgewood/Commonwealth Entertainment Districts (Case No. 22-25000003)

G. ADDITIONAL ITEMS

23. City Attorney
24. City Manager

H. COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports

a. River to Sea TPO - Council Member Reed Foley

I. ADJOURNMENT

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



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



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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 17, 2022

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

Invocation by Pastor Stephen Johnson of New Life Church

Pledge of Allegiance

Roll Call	Present:	Council Member Reed Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
-----------	----------	--

Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Assistant City Clerk Shelby Field
---------------	--

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided financial information and details on the course condition and ongoing programs.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Scott Stiltner and Seconded by Council Member Reed Foley. Motion carried unanimously by voice vote.

- 7. Approval of Minutes
 - a. May 3, 2022 - Regular City Council Meeting
- 8. Bid Awards and Contract Items
 - a. Ratification of Purchase Order to Ring Power emergency generator rental for the Water Reclamation Facility

b. Approval of Task Authorization No 2 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Townhomes West Lift Station Rehabilitation project in the amount not to exceed \$98,100.

c. Approval of Authorization No 3 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for the Oceans Lift Station Rehabilitation project in the amount not to exceed \$70,540.00.

d. Approval of Task Authorization No 4 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Christiancy Lift Station Rehabilitation project in the amount not to exceed \$118,750.

e. Approval of Contracts for RFSQ #22-03 - Architectural Services with DJ Design Services, Inc., (OLC) Ohlson Lavoie Corporation, and Hall & Ogle Architects, Inc.

9. Resolution No. 22-14 - Approval of Mid-Year Budget Amendments for Fiscal Year 2021-2022

10. Approval of American Rescue Plan Act (ARPA) Agreement

Motion to approve the consent agenda as presented was made by Vice Mayor Scott Stiltner and Seconded by Council Member Reed Foley. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Agenda)

11. Progressive Medical Research and National Citizen Champion Award Winner Sheila Minor

Scott Sheldon from Progressive Medical Research Group provided information regarding their group and the research they conduct. They recognized Sheila Minor for her volunteer work with them and the National Citizen Champion Award she recently won.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Emma Clark, Port Orange South Daytona Chamber of Commerce, spoke about some upcoming Chamber events.

Robert Reinhausen, citizen, would like an education campaign from the City regarding proper disposal of cardboard boxes to ensure they are recycled.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Mayor Don Burnette recognized Dwight Gault, VIP, and his years of service to the City. Council Member Chase Tramont read Mr. Gault's obituary. Each Council Member

spoke a few words on the impact Mr. Gault had on the community. A name plate will be placed at his regular seat in Council Chambers.

Council Member Reed Foley congratulated the new officers sworn in at the swearing in ceremony he attended recently. He thanked staff for the baseball season.

Vice Mayor Scott Stiltner responded to Mr. Reinhausen's concerns regarding cardboard recycling and suggested larger bins in the future and adding a decal to the recycling bins with what can and can't be recycled.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided details from their recent meeting.

14. Environmental Advisory Board Report

Kris Cunningham, EAB Chair, provided details from their recent meeting.

PUBLIC HEARING

15. First Reading - Ordinance No. 2022-11 - Small-Scale Comprehensive Plan Future Land Use Map Amendment/4085 and 4147 Ridgewood Avenue (Case No. 21-20000002)

Mayor Don Burnette read Ordinance No. 2022-11.

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR ±1.44 ACRES FROM COMMERCIAL TO MIXED- USE CENTER FOR PROPERTY GENERALLY LOCATED AT 4085 AND 4147 RIDGEWOOD AVENUE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-11 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Reed Foley.

Penelope Cruz, Planning Manager, requested both items #15 and #16 be discussed together. Council Agreed.

16. First Reading - Ordinance No. 2022-12 - Rezoning and Restatement of the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Catfish Commons Planned Commercial Development (Case No. 21-65000002)

Mayor Don Burnette read Ordinance No. 2022-12.

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±1.88 ACRES FROM RIDGEWOOD DEVELOPMENT (RD) AND COMMUNITY COMMERCIAL (CC) TO CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT (PCD); APPROVING THE RE-STATED CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-12 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont.

Mrs. Cruz provided details of the amendment and details of the rezoning request being presented.

Brendan Galbreath, applicant, provided additional information on the requested amendment, rezoning, and proposed project.

Motion as to Ordinance No. 2022-11 carried unanimously by roll call vote.

Motion as to Ordinance No. 2022-12 carried unanimously by roll call vote.

17. First Reading - Ordinance No. 2022-13 - Administrative Small-Scale Comprehensive Plan Future Land Use Map Amendment/5360 Dubois Ave. (Case No. 22-20000002)

Don Burnette read Ordinance No. 2022-13.

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE

COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR ±.81 ACRES FROM COMMERCIAL TO URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED AT 5360 DUBOIS AVENUE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-13 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont.

Gideon Smith, Senior Planner, asked to open items #17 and #18 together. Council agreed.

18. First Reading - Ordinance No. 2022-14 - Administrative Rezoning/4020 and 4096 Ridgewood Avenue, 215 and 411 Church Street, and 5360 Dubois Avenue (Case No. 22-60000003)

Mayor Don Burnette read Ordinance NO. 2022-14.

ORDINANCE NO. 2022-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +4.9 ACRES LOCATED AT 4020 RIDGEWOOD AVENUE, 4096 RIDGEWOOD AVENUE, AND 215 CHURCH STREET FROM PCD to COMMUNITY COMMERCIAL (CC); REZONING +.16 ACRES LOCATED AT 411 CHURCH STREET FROM COMMERCIAL INDUSTRIAL (CI) to NEIGHBORHOOD PRESERVATION (NP); ±0.81 ACRES LOCATED AT 5360 DUBOIS AVENUE FROM RIDGEWOOD DEVELOPMENT (RD) TO MOBILE HOME RESIDENTIAL (RMH); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-14 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Reed Foley.

Mr. Smith provided details of the FLU amendment and rezoning being requested.

Mr. Reinhausen spoke on behalf of friends who live on Turton St. who would like to see the lot zoned single family.

Motion as to Ordinance No. 2022-13 carried 4-1 by roll call vote with Vice Mayor Stiltner voting no.

Motion as to Ordinance No. 2022-14
carried 3-2 by roll call vote with Council
Member Foley and Vice Mayor Stiltner
voting no.

ADDITIONAL ITEMS

19. City Attorney

There was nothing further.

20. City Manager

Wayne Clark, City Manager, introduced Melonie Donnally, the new Administrative Services Director.

COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

a. Police Pension Plan - Council Member Drew Bastian provided details from their recent meeting.

b. Fire Pension Board – Council Member Reed Foley provided details from their recent meeting.

c. First Step Shelter - Council Member Chase Tramont had nothing new to report.

d. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette referred to the comments made by Ms. Clark earlier in the meeting.

e. Roundtable of Elected Officials - Mayor Don Burnette provided details from their recent meeting.

ADJOURNMENT – 8:18 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 24, 2021

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Reed Foley Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
	Absent:	Council Member Chase Tramont
	Also Present:	Deputy City Manager Jamie Miller City Attorney Matthew Jones Assistant City Clerk Shelby Field

DISCUSSION ITEMS

4. Budget Workshop Discussions (City Wide Fee Schedules, Direct & Indirect Fees, Florida Minimum Wage, Enhancements, Cost Allocation, Capital Improvement Plan Request and American Rescue Plan)

Jamie Miller, Deputy City Manager, gave a brief overview of the process tonight.

John McKinney, Finance Director, introduced his budget team, provided a presentation regarding the budget parameters for Fiscal Year 2023, requirements for raising the Florida minimum wage to \$15 by 2026 as approved by Florida voters, requested capital improvement plan projects and potential projects that can be funded by the American Rescue Plan (ARPA) fund as provided by the federal government and answered questions from Council.

Council does not want to see recurring expenses, such as wages, paid for with ARPA money as they are onetime funds.

Robert Reinhausen, citizen, would like the County to pay for a good portion of a new ambulance as he believes we are taking on the responsibly due to their failure.

ADJOURNMENT – 6:46 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B7a) Approval of Amendment #2 to the YMCA/Brooks Rehab Sublease

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Amendment #2 of the Sublease Agreement for Brooks Rehab to continue to lease space from the YMCA and authorize the Mayor and City Clerk to execute any associated documents.

SUMMARY: Brooks Rehab (HB Outpatient Rehabilitative Services, Inc.) subleases space at the YMCA to provide rehabilitative services to our community. The YMCA contract requires Council approval on all new and renewed subleases.

The YMCA and Brooks Rehab are requesting Amendment #2 to the Sublease Agreement, which was originally approved in April 2020. This amendment will extend the sublease until December 31, 2022 with an option to renew for an additional one (1) year term. This amendment addresses rental fees and the timeline for renewal. No other items are changed from the prior amendment.

The sublease requires Brooks Rehab to be subject to all terms, conditions, and covenants of the YMCA Lease Agreement with the City of Port Orange.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Proposed Sublease Amendment Number 2 - 2022	Proposed Sublease Amendment Number 2 - 2022.pdf
2.	YMCA Sublease Agreement - 2020	YMCA Sublease Agreement 2020.pdf
3.	Sublease Amendment Number 1 - 2021	Sublease Amendment Number 1 - 2021.pdf

Jamie Miller
Susan Lovallo
John McKinney
Matthew Jones

Created/Initiated - 4/8/2022
Approved - 4/11/2022
Approved - 4/18/2022
Approved - 5/10/2022

Wayne Clark
Robin Fenwick

Approved - 5/26/2022
Final Approval - 5/26/2022

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This SECOND AMENDMENT TO SUBLEASE ("Second Amendment") is made and executed by and between Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida non-profit corporation, (hereinafter "SUBLESSOR,") and HB Outpatient Rehabilitative Services, Inc., a Georgia not for profit corporation, authorized to do business in the State of Florida, and Genesis Health Development, Inc., a Florida not for profit corporation doing business as Brooks Health Development (hereinafter "SUBLESSEES"). This Second Amendment shall be subject to all terms, conditions and covenants of the Sublease Agreement effective January 1, 2020 ("Sublease") and the Seventh Amendment and Restatement of City of Port Orange- YMCA Lease Agreement dated December 12, 2017, as may be amended from time to time (hereinafter "Lease Agreement"), attached hereto, marked as Exhibits "A" and "B" respectively, and made a part hereof by reference. This Second Amendment supersedes and replaces the Sublease as amended by the First Amendment to Sublease Agreement effective January 1, 2021. The Sublease is hereby amended only as set forth below and in all other respects remains in full force and effect. The Sublease as hereby amended shall be effective as of January 1, 2022.

WITNESSETH:

1. DESCRIPTION OF PREMISES

SUBLESSOR subleases to SUBLESSEES a portion of the premises located at 4701 City Center Parkway, Port Orange, Volusia County, Florida, consisting of approximately two thousand two hundred and seventy (2,270) square feet "subleased premises"). This space constitutes a portion of the premises leased to SUBLESSOR by the City of Port Orange, a Florida municipality (hereinafter "CITY"), under the Lease Agreement.

2. TERM

The term of this Sublease is one (1) year, beginning on the 1st of January 2022 and terminating on the 31st of December 2022. So long as SUBLESSEES are not in breach, they may renew this Sublease for an additional one (1) year term by providing written notice of intent to renew at least 90 days prior to the expiration of the current or any renewal terms. The renewal will be on the same terms as this Sublease including, but not limited to, the 2% rent increase referenced in Paragraph 4.

3. RENT

The rent under this SUBLEASE is Sixteen and 30/100 Dollars (\$16.30) per square foot per year, totaling Thirty-Seven Thousand and 92/100 Dollars (\$37,000.92) per year, to be paid in equal monthly payments of Three Thousand Eighty-Three and 41/100 Dollars (\$3,083.41).

4. OPTION TO RENEW

Provided Tenant is not in default of any provision of the Lease, Tenant shall have the option to renew this Lease for one (1) additional term of one (1) year ("Renewal Terms") which Renewal Term shall commence on the date following the Expiration Date of this Lease or any prior exercised Renewal Option. Tenant shall provide Landlord with written notice of intent to exercise renewal option not less than 90 days prior to the expiration of the Sublease Agreement.

SUBLESSOR:

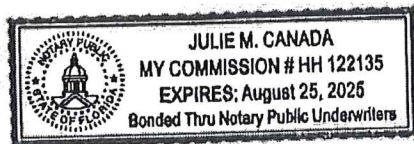
VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.
a Florida non-profit corporation

By: Ch Seilkop
Chris Seilkop
President/CEO

Attest: Aleanna Jean Bergren
Title: Front Desk Supervisor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of March, 2022, by Chris Seilkop as President/CEO of The Volusia/Flagler Young Men's Christian Association, Inc., a Florida non-profit corporation. He is personally known to me or has produced Florida Drivers License as identification.



Julie M. Canada
Notary Public, State of Florida at Large
My Commission Expires: 8-25-25

SUBLESSEE:

HB OUTPATIENT REHABILITATIVE SERVICES, INC.

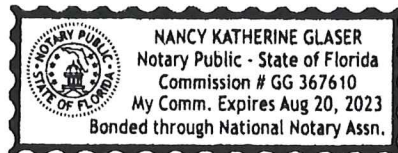
A Georgia not for profit corporation

By: *Douglas M. Baer*
Name: DOUGLAS M. BAER
Title: PRESIDENT

Attest: *Chapman Mape*
Title: Project coordinator

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5TH day of APRIL, 2022, by DOUGLAS M. BAER as of HB Outpatient Rehabilitative Services, Inc., a Georgia not for profit corporation. He/she is personally known to me or has produced _____ as identification.



Nancy Katherine Glaser
Notary Public, State of Florida at Large

My Commission Expires: AUGUST 20, 2023

CONSENT OF CITY OF PORT ORANGE, FLORIDA

WITNESSES:

CITY OF PORT ORANGE, FLORIDA

A chartered municipal corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

Consent to the foregoing Sublease Agreement was acknowledged before me this ____ day of ____, 2022, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that he is duly authorized to execute the foregoing consent to agreement on behalf of the City. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
*Printed name, commission and expiration of
commission term*

WITNESSES:

Name: _____

Attest: _____
Robin L. Fenwick
City Clerk, CMC

Name: _____

(Seal)

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

Consent to the foregoing Sublease Agreement was acknowledged before me this ____ day of ____, 2022, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing consent to agreement on behalf of the City. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
*Printed name, commission and expiration of
commission term*

SUBLESSEE:

GENESIS HEALTH DEVELOPMENT, INC.

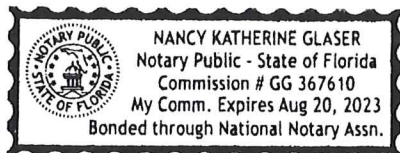
A Florida not for profit corporation d/b/a BROOKS
HEALTH DEVELOPMENT

By: [Signature]
Name: VICTOR DERIENZO
Title: VICE PRESIDENT

Attest: [Signature]
Title: Project coordinator

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of APRIL, 2022, by VICTOR DERIENZO as VICE PRESIDENT of Genesis Health Development, Inc., a Florida not for profit corporation d/b/a Brooks Health Development. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida at Large

My Commission Expires: APRIL 20, 2023

This instrument prepared by:
Gregory D. Snell, Esquire
Snell Legal PLLC
1651 N. Clyde Morris Blvd., Suite 1
Daytona Beach, FL 32117
(386) 244-9118

SUBLEASE AGREEMENT

This SUBLEASE is made and executed by and between Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida non-profit corporation, (hereinafter "SUBLESSOR,") and HB Outpatient Rehabilitative Services, Inc., a Georgia not for profit corporation, authorized to do business in the State of Florida, and Genesis Health Development, Inc., a Florida not for profit corporation doing business as Brooks Health Development (hereinafter "SUBLESSEES"). This SUBLEASE shall be subject to all terms, conditions and covenants of the Seventh Amendment and Restatement of City of Port Orange – YMCA Lease Agreement dated December 12, 2017, as may be amended from time to time (hereinafter "Lease Agreement"), attached hereto, marked as Exhibit "A" and made a part hereof by reference. This SUBLEASE shall be effective as of January 1, 2020.

1. DESCRIPTION OF PREMISES

SUBLESSOR subleases to SUBLESSEES a portion of the premises located at 4701 City Center Parkway, Port Orange, Volusia County, Florida, consisting of approximately two thousand two hundred and seventy (2,270) square feet "subleased premises"). This space constitutes a portion of the premises leased to SUBLESSOR by the CITY of Port Orange, a Florida municipality (hereinafter "CITY"), under the Lease Agreement.

2. TERM

The term of this SUBLEASE is one (1) year, beginning on the 1st of January, 2020 and terminating on the 31st of December, 2021. So long as SUBLESSEES are not in breach they may renew this SUBLEASE for an additional one (1) year term by providing written notice of intent to renew at least 180 days prior to the expiration of the current or any renewal terms. The renewal will be on the same terms as this SUBLEASE including, but not limited to, the 2% rent increase of Paragraph 4.

3. RENT

The rent under this SUBLEASE is Fifteen and 98/100 Dollars (\$15.98) per square foot per year, totaling Thirty-Six Thousand Two Hundred Seventy Four

and 56/100 Dollars (\$36,274.56) per year, to be paid in equal monthly payments of Three Thousand Twenty Two and 88/100 Dollars (\$3,022.88).

4. USE OF PREMISES, GENERALLY

The subleased premises shall be used for physical, occupational and speech therapy. SUBLESSEES agree to restrict use of the subleased premises to such purposes, and not to use or permit the use of the subleased premises for any other purposes without first obtaining the consent in writing of CITY and SUBLESSOR.

The subleased premises shall be used by SUBLESSEES only by the SUBLESSEES and their employees for their tax-exempt purposes. No portion of the subleased premises shall be further subleased, occupied, managed or otherwise used by anyone other than SUBLESSEES and their employees.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE

SUBLESSEES shall not commit, or allow to be committed, any waste on the subleased premises, create or allow any nuisance to exist on the subleased premises, or use, or allow the subleased premises to be used, for any unlawful purpose.

6. PAYMENT OF UTILITIES

SUBLESSEES shall pay six percent (6%) of the total monthly electric and water/sewage expenses incurred by SUBLESSOR for its Port Orange YMCA facility ("Utility Payment"), in addition to the rent set forth in paragraph 4 above, as SUBLESSEES's fair share of utility expenses. Subject to reconciliation as set forth below in this Paragraph 7 SUBLESSEES shall pay a utility payment of Five Hundred and 00/100 Dollars (\$500.00) per month during the initial twelve (12) month lease period under this SUBLEASE.

Thirty (30) days prior to the start of each twelve (12) month lease period, the SUBLESSOR shall provide SUBLESSEES with an estimate of total electric and water/sewage expenses and the monthly Utility Payment to be paid by SUBLESSEES for that twelve (12) month lease period. Within sixty (60) days after the conclusion of each twelve (12) month lease period, SUBLESSOR shall provide SUBLESSEES with a calculation of the actual electric and water/sewage expenses incurred by SUBLESSOR in that period and the SUBLESSEES's actual share of that expense. If the SUBLESSEES's actual share

exceeds the amount paid, then SUBLESSEES shall promptly remit to SUBLESSOR the difference. If the SUBLESSEES's actual share is less than the amount paid, then SUBLESSOR shall promptly remit to SUBLESSEES the difference.

7. REPAIRS AND MAINTENANCE

SUBLESSEES, at its expense, shall maintain and keep the subleased premises, including, without limitation, windows, ceilings, doors, interior walls, painting of the interior, carpeting, and any specially constructed modifications or features added or installed by SUBLESSEES in good repair SUBLESSOR shall continue to be responsible for all maintenance and repair as outlined in Section 10 of the Seventh Amendment and Restatement of City of Port Orange-YMCA Lease Agreement dated December 12, 2017.

8. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

SUBLESSEES agree that on possession the subleased premises were in a good state of repair and in a sanitary condition. SUBLESSEES shall surrender the subleased premises to CITY or SUBLESSOR at the end of the sublease term, if this SUBLEASE is not renewed, in the same condition as when they took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms, provided that any damage covered by property insurance shall be repaired. SUBLESSEES shall remove all business signs or symbols placed on the premises by it before re-delivery of the premises to CITY or SUBLESSOR, and shall restore the portion of the subleased premises on which they were placed in the same condition as before their placement.

9. PARTIAL DESTRUCTION OF PREMISES

Partial destruction of the subleased premises shall not render this SUBLEASE void or voidable, or terminate it except as herein provided. If the subleased premises are partially destroyed during the term of this SUBLEASE, they may be repaired at SUBLESSOR'S option when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. Rent for the subleased premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of SUBLESSEES'S business on the subleased premises. If the repairs cannot be made within ninety (90) days, SUBLESSOR has the option to have them repaired within a reasonable time and continue this SUBLEASE in effect with proportional rent rebate to SUBLESSEES as provided for herein. If the repairs are not made in ninety (90) days, and if SUBLESSOR does not elect to have them done within a reasonable time, either party hereto has the option to terminate this SUBLEASE.

10. SUBLESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE

SUBLESSOR reserves the right for itself and for CITY to enter on the subleased premises at reasonable times to inspect them, and SUBLESSEES agrees to permit CITY and SUBLESSOR to do so.

11. SUBLESSEES TO CARRY LIABILITY AND PROPERTY INSURANCE

SUBLESSEES shall procure and maintain in force during the term of this SUBLEASE, and any extension thereof, at their expense, liability and property insurance coverages as required by the Lease Agreement.

12. SUBLESSEES'S ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSONS

SUBLESSEES agree not to assign or sublease the subleased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, including SUBLESSEES's agents and employees, to occupy the subleased premises or any part thereof, without first obtaining CITY'S and SUBLESSOR'S written consent.

SUBLESSOR expressly covenant that such consent shall not be unreasonably or arbitrarily refused, provided, however, that consent may be refused in the event that any proposed assignment or sublease would result in the bonds losing their tax-exempt status. Consent by SUBLESSOR in one instance shall not be consent to a subsequent assignment, sublease, or occupation by other persons. SUBLESSEES'S unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this SUBLEASE at CITY'S or SUBLESSOR'S option. SUBLESSEES's interest in this SUBLEASE is not assignable by operation of law, nor is any assignment of its interest herein, without CITY'S and SUBLESSOR's written consent.

13. SUBLEASE BREACHED BY SUBLESSEES'S RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY

Appointment of a receiver to take possession of SUBLESSEES'S assets (except a receiver appointed at CITY'S or SUBLESSOR'S request as herein provided), SUBLESSEES'S general assignment for the benefit of creditors, or SUBLESSEES'S insolvency or taking or suffering action under the Bankruptcy Act, is a breach of this SUBLEASE.

14. SUBLESSOR'S REMEDIES ON SUBLESSEES'S BREACH

If SUBLESSEES breaches this SUBLEASE, CITY and SUBLESSOR shall have the following remedies, in addition to any other rights and remedies they may have in such event:

- a. Reentry: CITY or SUBLESSOR may reenter the premises immediately, and remove all of SUBLESSEES's personnel and property therefrom. CITY or SUBLESSOR may store the property in a public warehouse or at another place of its choosing at SUBLESSEES's expense, or to SUBLESSEES's account.
- b. Termination: After reentry, SUBLESSOR may terminate this SUBLEASE by giving thirty (30) days' written notice of such termination to SUBLESSEES. Reentry only, without notice of termination, will not terminate this SUBLEASE.
- c. Reletting Premises: After reentering, SUBLESSOR may relet the premises or any part thereof, for any term, without terminating this SUBLEASE at such rent and on such terms as it may choose, provided, however, that any proposed reletting shall require CITY'S written consent pursuant to the Lease Agreement. SUBLESSOR may make alterations and repairs to the premises.
 - (1) Liability of SUBLESSEES on Reletting: SUBLESSEES shall be liable to SUBLESSOR, in addition to its other liability, for breach of this SUBLEASE for all expenses of the reletting, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, and of the alteration and repairs made, which SUBLESSOR may incur. In addition, SUBLESSEES shall be liable to SUBLESSOR for the difference between the rent received by SUBLESSOR under the reletting, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, and the rent installments that are due for the same period under this SUBLEASE.
 - (2) Application of Rent on Reletting: SUBLESSOR at its option may apply the rent received from reletting the subleased premises, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, as follows:
 - i) To reduce SUBLESSEES's indebtedness to SUBLESSOR under this SUBLEASE, not including indebtedness for rent;
 - ii) To expenses of the reletting and alterations and repairs made;
 - iii) To rent due under this SUBLEASE; and
 - iv) To payment of future rent under this SUBLEASE as it

becomes due.

If the new sublessee does not pay a rent installment promptly to SUBLESSOR, and the rent installment has been credited in advance of payment to SUBLESSEES'S indebtedness other than rent, or if rentals from the new sublessee have been otherwise applied by SUBLESSOR as provided for herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this SUBLEASE, SUBLESSEES agrees to pay SUBLESSOR the deficiency separately for each rent installment deficiency period, and before the end of that period.

SUBLESSOR may at any time after such reletting, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, terminate this SUBLEASE for SUBLESSEE'S breach, and SUBLESSEES shall pay all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this SUBLEASE over the reasonable rental value of the premises for the remainder of the sublease term, which sum shall be immediately due SUBLESSOR from SUBLESSEES.

- d. Appointment of Receiver: After reentry, CITY or SUBLESSOR may procure the appointment of a receiver to take possession of and collect rents and profits from SUBLESSEES's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating SUBLESSEES therefore. Proceedings for appointment of a receiver by CITY or SUBLESSOR, or the appointment of a receiver and the conducting by them of SUBLESSEES's business, shall not terminate this SUBLEASE unless SUBLESSOR has given SUBLESSEES written notice of such termination as provided therein.

15. ATTORNEY'S FEES

In the event that any litigation arises as a result of this SUBLEASE, the prevailing party shall be entitled to recover its attorney fees.

16. MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this SUBLEASE, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given or mailed postage prepaid, addressed to such person. SUBLESSOR'S address for this purpose shall be 761 East International Speedway Boulevard, Deland, Florida 32724, or such

other address as it may designate to SUBLESSEES in writing. Notices to SUBLESSEES shall be addressed to 3599 University Blvd. South, Jacksonville, Florida 32216, or such other address as they may designate to SUBLESSOR in writing.

17. EFFECT OF SUBLESSOR'S WAIVER

CITY'S or SUBLESSOR'S waiver of breach of one covenant or condition of this SUBLEASE is not a waiver of breach of others, or waiver of future breach of the covenant or condition waived.

18. SUBLEASE APPLICABLE TO SUCCESSORS

This SUBLEASE and the covenants and conditions hereof apply to and are binding on the successors of the parties.

19. TIME OF ESSENCE

Time is of the essence of this SUBLEASE.

20. ENTIRE AGREEMENT BETWEEN THE PARTIES

This SUBLEASE is the entire agreement between the parties and cannot be modified except in writing agreed to by the parties and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this agreement.

21. SEVERABILITY OF PROVISIONS

If any provision of this SUBLEASE or any part of any provision of this SUBLEASE is found to be invalid by a court of competent jurisdiction, such shall not affect the validity of any other provision, or part thereof, of this SUBLEASE.

22. WRITTEN CONSENT OF CITY

This SUBLEASE shall require CITY'S written consent pursuant to the Lease Agreement. This SUBLEASE shall be subject to any terms and conditions approved by CITY in consideration for such written consent.

This SUBLEASE is executed as of the date of the last signature below.

[Signature Pages Begin on Next Page]

SUBLESSOR:

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.
a Florida non-profit corporation

By: CL Seilkop
Chris Seilkop
President/CEO

Attest: Megan Walton
Title: CEO

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5th day of March, 2020, by Chris Seilkop as President/CEO of The Volusia/Flagler Young Men's Christian Association, Inc., a Florida non-profit corporation. She is personally known to me or has produced FL DL 5431-110-69-408-0 as identification.


Megan Walton
Notary Public
State of Florida
My Commission Expires:
January 19, 2021
Commission No.: GG 64248

Megan Walton
Notary Public, State of Florida at Large
My Commission Expires: January 19, 2021

SUBLESSEE:

GENESIS HEALTH DEVELOPMENT, INC.
A Florida not for profit corporation d/b/a
BROOKS HEALTH DEVELOPMENT

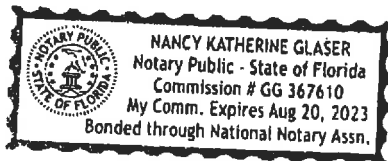
By: Michael Spigel
Name: Michael Spigel
Title: Vice President

Attest: Cheyenne Mingo
Cheyenne Mingo
Title: Project coordinator

STATE OF FLORIDA COUNTY OF DUVAL

BY MEANS OF ☒ PHYSICAL PRESENCE
OR ☐ ONLINE NOTARIZATION

The foregoing instrument was acknowledged before me this 23rd day of January, 2020, by MICHAEL SPIGEL as VICE PRESIDENT of Genesis Health Development, Inc., a Florida not for profit corporation d/b/a Brooks Health Development. He/she is personally known to me or has produced _____ as identification.

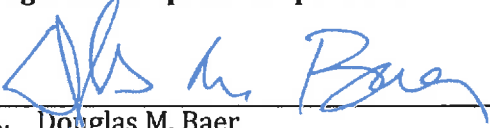


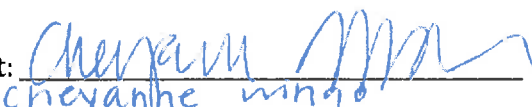
Nancy K. Glaser
Notary Public, State of Florida at Large

My Commission Expires: AUGUST 20, 2023

SUBLESSEE:

HB OUTPATIENT REHABILITATIVE SERVICES, INC.
A Georgia not for profit corporation

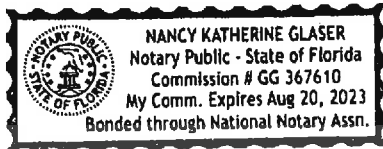
By: 
Name: Douglas M. Baer
Title: Chief Executive Officer

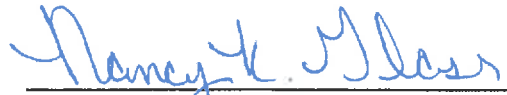
Attest: 
chyanne mingo
Title: project coordinator

STATE OF FLORIDA COUNTY OF DUVAL

BY MEANS OF ☐ PHYSICAL PRESENCE
OR ☐ ONLINE NOTARIZATION

The foregoing instrument was acknowledged before me this 23rd day of JANUARY,
2020, by DOUGLAS M. BAER as CHIEF EXECUTIVE OFFICER of HB Outpatient Rehabilitative
Services, Inc., a Georgia not for profit corporation. He/she is personally known to me or has
produced _____ as identification.




Notary Public, State of Florida at Large

My Commission Expires: AUGUST 20, 2023

CONSENT OF CITY OF PORT ORANGE, FLORIDA

WITNESSES:

Shelby Field
Name: Shelby Field

Jason Keller
Name: Jason Keller

CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: Donald O. Burnette
Donald O. Burnette, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

Consent to the foregoing Sublease Agreement was acknowledged before me this 21 day of April, 2020, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that he is duly authorized to execute the foregoing consent to agreement on behalf of the City. He is personally known to me.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

Shelby Field
Notary Public, State of Florida at Large
Printed name, commission and expiration of
commission term

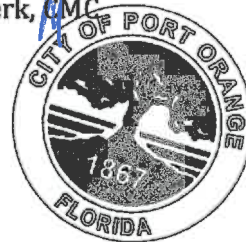
WITNESSES:

Jason Keller
Name: Jason Keller

Shelby Field
Name: Shelby Field

Attest: Robin L. Fenwick
Robin L. Fenwick
City Clerk, AMC

(Seal)



STATE OF FLORIDA
COUNTY OF VOLUSIA

Consent to the foregoing Sublease Agreement was acknowledged before me this 21 day of April, 2020, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing consent to agreement on behalf of the City. She is personally known to me.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

Shelby Field
Notary Public, State of Florida at Large
Printed name, commission and expiration of
commission term

APR 15 2021

FIRST AMENDMENT TO SUBLEASE AGREEMENT

This FIRST AMENDMENT TO SUBLEASE is made and executed by and between Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida non-profit corporation, (hereinafter "SUBLESSOR,") and HB Outpatient Rehabilitative Services, Inc., a Georgia not for profit corporation, authorized to do business in the State of Florida, and Genesis Health Development, Inc., a Florida not for profit corporation doing business as Brooks Health Development (hereinafter "SUBLESSEES"). This SUBLEASE shall be subject to all terms, conditions and covenants of the Seventh Amendment and Restatement of City of Port Orange – YMCA Lease Agreement dated December 12, 2017, as may be amended from time to time (hereinafter "Lease Agreement"), attached hereto, marked as Exhibit "A" and made a part hereof by reference. This SUBLEASE shall be effective as of January 1, 2021.

WITNESSETH:**1. DESCRIPTION OF PREMISES**

SUBLESSOR subleases to SUBLESSEES a portion of the premises located at 4701 City Center Parkway, Port Orange, Volusia County, Florida, consisting of approximately two thousand two hundred and seventy (2,270) square feet "subleased premises"). This space constitutes a portion of the premises leased to SUBLESSOR by the CITY of Port Orange, a Florida municipality (hereinafter "CITY"), under the Lease Agreement.

2. TERM

The term of this SUBLEASE is one (1) year, beginning on the 1st of January, 2021 and terminating on the 31st of December, 2021. So long as SUBLESSEES are not in breach they may renew this SUBLEASE for an additional one (1) year term by providing written notice of intent to renew at least 180 days prior to the expiration of the current or any renewal terms. The renewal will be on the same terms as this SUBLEASE including, but not limited to, the 2% rent increase of Paragraph 4.

3. RENT

The rent under this SUBLEASE is Fifteen and 98/100 Dollars (\$15.98) per square foot per year, totaling Thirty-Six Thousand Two Hundred Seventy Four and 56/100 Dollars (\$36,274.56) per year, to be paid in equal monthly payments of Three Thousand Twenty Two and 88/100 Dollars (\$3,022.88).

3. OPTION TO RENEW.

Provided Tenant is not in default of any provision of the Lease, Tenant shall have the option to renew this Lease for one (1) additional term of one (1) year ("Renewal Terms") which Renewal Term shall commence on the date following the Expiration Date of this Lease or any prior exercised Renewal Option. Tenant shall provide Landlord with written notice of intent to exercise renewal option not less than 90 days prior to the expiration of the Sublease Agreement.

4. All other terms and conditions of the Lease Agreement dated March 5, 2020 shall remain in full force and effect.

SUBLESSOR:

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. a Florida non-profit corporation

By: Ch Seilkop

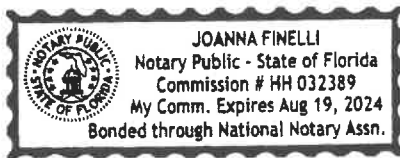
Chris Seilkop
President/CEO

Attest: _____

Title: _____

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16 day of June, 2020, by Chris Seilkop as President/CEO of The Volusia/Flagler Young Men's Christian Association, Inc., a Florida non-profit corporation. She is personally known to me or has produced Florida Drivers License as identification.



Joanna Finelli

Notary Public, State of Florida at Large

My Commission Expires: August 19, 2024

SUBLESSEE:

GENESIS HEALTH DEVELOPMENT, INC.

A Florida not for profit corporation d/b/a BROOKS HEALTH DEVELOPMENT

By: *Daniel R. Curran*

Name: DANIEL R. CURRAN

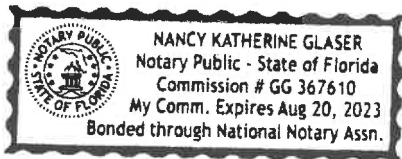
Title: VICE PRESIDENT

Attest: *Shukla*

Title: Projects Coordinator

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of JANUARY, 2020, by DANIEL R. CURRAN as VICE PRESIDENT of Genesis Health Development, Inc., a Florida not for profit corporation d/b/a Brooks Health Development. He/she is personally known to me or has produced _____ as identification.



Nancy Katherine Glaser

Notary Public, State of Florida at Large

My Commission Expires: AUGUST 20, 2023

SUBLESSEE:

HB OUTPATIENT REHABILITATIVE SERVICES, INC. A Georgia not for profit corporation

By: [Signature]

Name: DOUGLAS M. BAER

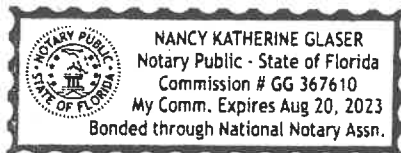
Title: PRESIDENT

Attest: [Signature]

Title: projects coordinator

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13TH day of MAY, 2020, by DOUGLAS M. BAER as PRESIDENT of HB Outpatient Rehabilitative Services, Inc., a Georgia not for profit corporation. He/she is personally known to me or has produced _____ as identification.



[Signature]

Notary Public, State of Florida at Large

My Commission Expires: AUGUST 20, 2023

CONSENT OF CITY OF PORT ORANGE, FLORIDA

WITNESSES:

Name: Jamie Miller

Name: Matthew Jones

STATE OF FLORIDA
COUNTY OF VOLUSIA

CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: Donald O. Burnette
Donald O. Burnette, Mayor

13 Consent to the foregoing Sublease Agreement was acknowledged before me this day of July 2020, 2020, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that he is duly authorized to execute the foregoing consent to agreement on behalf of the City. He is personally known to me.



WITNESSES:

Name: Jamie Miller

Name: Matthew Jones

STATE OF FLORIDA
COUNTY OF VOLUSIA

Attest: Robin L. Fenwick
Robin L. Fenwick
City Clerk

(Seal)



13 Consent to the foregoing Sublease Agreement was acknowledged before me this day of July 2020, 2020, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing consent to agreement on behalf of the City. She is personally known to me.



Notary Public, State of Florida at Large
Printed name, commission and expiration of
commission term



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B7b) Intent to award ITB 22-06 for the Removal and Replacement of Acrylic Panels at the City Center Walkway Tunnel to A.G. Pifer Construction Company

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve award of the contract for ITB 22-06 for Removal and Replacement of Acrylic Panels at the City Center Walkway to A. G. Pifer Construction Company for an amount not to exceed \$160,000.00 and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: The existing acrylic panels are 38 years old. Due to constant weather exposure, the existing acrylic panels have begun to crack, causing water leakage. All acrylic panels need to be removed and replaced to eliminate existing water leakage and broken panels. A total of 18 airflow louver vents will need to be modified to improve airflow in the tunnel, reducing heat buildup.

The project was bid in accordance with City policy. A.G. Pifer Construction Company was the only bidder for the amount of \$160,000.

An Alternate No 1, in the amount of \$2,470, was requested. This alternative is to provide and install aluminum slip joints at the exterior of two (2) expansion joints per Section 3 of the specifications. It is unknown at this time if the expansion joints will need to be replaced. All additional work must be justified and approved in writing by the City Manager in accordance with the Code of Ordinances prior to authorization by the contractor.

Funding for the project, including Alternate No 1 is in the current budget.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	A.G. Pifer Construction Co., Inc. Standard Contract for Services - ITB 22-06 Replace Acrylic Panels	A.G. Pifer Construction Co., Inc. Standard Contract for Services - ITB 22-06 Replace Acrylic Panels.pdf
2.	ITB 22-06 A.G. PIFER	ITB 22-06 A.G. PIFER CONSTRUCTION

	CONSTRUCTION CO, INC SUBMITTAL 4.14.2022 - COMPLETED	CO, INC SUBMITTAL 4.14.2022 - COMPLETED.pdf
3.	Department Justification Memo - ITB 22-06	Department Justification Memo - ITB 22- 06.docx
4.	ITB 22-06 Bid Tabulation FINAL (4.19.2022) JP	ITB 22-06 Bid Tabulation FINAL (4.19.2022) JP.pdf
5.	ITB 22-06 Attachment 1 Schedule of Unit Pricing FINAL(1.18.2022)	ITB 22-06 Attachment 1 Schedule of Unit Pricing FINAL(1.18.2022).xlsx
6.	ITB 22-06 Mandatory Pre-Bid and Site Visit Sign In Sheet (3.24.2022)	ITB 22-06 Mandatory Pre-Bid and Site Visit Sign In Sheet (3.24.2022).pdf
7.	ITB 22-06 Addendum No.1 FINAL 4.6.2022 _1	ITB 22-06 Addendum No.1 FINAL 4.6.2022 _1.pdf
8.	ITB 22-06 Revised Contents	ITB 22-06 Revised Contents.pdf
9.	ITB 22-06 Revised Section 7 - Required Forms	ITB 22-06 Revised Section 7 - Required Forms.pdf
10.	ITB 22-06 FORM 7.13 Listing of Subcontractors	ITB 22-06 FORM 7.13 Listing of Subcontractors.pdf
11.	ITB 22-06 Bid Tabulation FINAL (4.19.2022) JP	ITB 22-06 Bid Tabulation FINAL (4.19.2022) JP.pdf
12.	ITB 22-06 Notice of Intent to Award FINAL (4.20.2022) (1)	ITB 22-06 Notice of Intent to Award FINAL (4.20.2022) (1).pdf
13.	ITB 22-06 Remove and Replace Acrylic Panels at City Center Walkway Tunnell FINAL(3.7.2022)	ITB 22-06 Remove and Replace Acrylic Panels at City Center Walkway Tunnell FINAL(3.7.2022).pdf
14.	A.G. Pifer Construction AL 8.22.2022	A.G. Pifer Construction AL 8.22.2022.pdf
15.	A. G. Pifer Construction GL WC 8.22.2022	A. G. Pifer Construction GL WC 8.22.2022.pdf

Kelly Klausky	Created/Initiated - 5/5/2022
Julia Wiggins	Approved - 5/5/2022
Tom DiEulio	Approved - 5/5/2022
Ronny Buttrum	Approved - 5/5/2022
Lynn Stevens	Approved - 5/9/2022
John McKinney	Approved - 5/18/2022
Matthew Jones	Approved - 5/19/2022
Wayne Clark	Approved - 5/26/2022
Robin Fenwick	Final Approval - 5/26/2022



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ___ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **A.G. PIFER CONSTRUCTION CO. INC.**, a Florida corporation whose principal address is 3629 Old DeLand Road, Daytona Beach, Florida 32124 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to the removal and replacement of acrylic panels at the City Center walkway tunnel, located at 1000 City Center Circle, and as more specifically described in Intent to Bid 22- 06 ("ITB 22-06"). This Contract together with ITB 22-06, Specifications, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Specifications Section 3, Addendum No. 1 of ITB 22-06, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 22- 06 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed executed by the City and shall be substantially complete within One Hundred Fifty (150) days and final completion Thirty (30) days thereafter ("Term").

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00). 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.

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

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

4. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

6. Termination for Convenience of the City

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

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

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

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

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

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

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

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

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

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

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

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

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

20. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	A.G. Pifer Construction Co., Inc. Attention: Anthony G. Pifer, President 3629 Old DeLand Road Daytona Beach, Florida 32124 (386) 257-4448 - Telephone (386) 257-5503 - Facsimile agpiferinc@gmail.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,

from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

A.G. CONSTRUCTION Co., Inc.

Printed Name:_____

By:_____
Anthony G. Pifer, President

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

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____physical presence or _____online notarization, this _____ day of _____, 2022, by Anthony G. Pifer, as President of A.G. Pifer Construction Co., Inc., a Florida corporation. He is _____personally known or _____produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of __physical presence or __online notarization, this __ day of _____, 2022, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____ as identification.

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of __physical presence or __online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____ as identification.

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

EXHIBIT “1”

Contractor's Proposal, ITB 22-06 Section 3, and Addendum No. 1

Consisting of 15 Pages



(ATTACHMENT 1) ITB SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE

ITB #22-06

REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

Completed (Attachment 1) ITB Schedule of Unit Pricing 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.

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

NAME OF BUSINESS: A.G. PIFER CONSTRUCTION CO., INC
CONTACT PERSON: WILLIAM DeMATTIA, VICE PRESIDENT
EMAIL ADDRESS: AGPiferInc@gmail.com
AUTHORIZED SIGNATURE:

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL BASE BID
1	Removal and replacement of acrylic panels and gaskets of walkway tunnel at City Center per Section 3 Specifications.	1	LS	\$160,000.00
ITEM #	DESCRIPTION	QTY	UNIT	PRICE FOR ALTERNATE 1
2	Alternate 1 - Provide and install aluminum slip joints at the exterior of two expansion joints per Section 3 Specifications.	1	LS	\$2,470.00
	Bidder shall warranty all materials and labor for a period of:		TIME	___ 1 Year___
	Bidder shall warranty all workmanship for a period of:		TIME	___ 1 Year___

SECTION 3 – SPECIFICATIONS

1. The plans for the project consist of the following documents:
 - a) Sheet #11, of the original plans for the City of Port Orange Municipal Complex, City Hall, page #11, titled **“Covered Walkway Plan, Sections and Details”**. This plan was originally prepared by William Faust Architect, P.A., dated January 1984. (architect deceased.)
 - b) Sheet # A-I titled **“DittDome”** and # A-II titled **“Dittdome Details”**, are the original shop drawings as prepared by Dittmer Architectural Aluminum, 1006 Shepard Road, Winter Springs, Florida 32706-2018. (305)831-1981. This company is still in operation.
 - c) Sheet titled **“DittDome Details II”** is to provide detail which may not be legible on A-II titled **“Dittdome Details”**,
2. The contractor will provide all materials, labor, equipment and supervision, to remove and replace the existing acrylic panels as originally specified on sheet # A-I and A-II of the (Dittmer) shop drawings, to include the following:
 - a) Remove and replace all existing gaskets (referenced to as “vinyl strips”) as shown in the typical bow section, sheet A-I of the Dittmer shop drawings.
 - b) Remove and replace the ¼” acrylic (“glass”) panels in all openings previously glazed), using dark bronze acrylic #2370, as originally specified.
3. Contractor shall examine the ridge cap / vent, as shown in detail B-A1 (Sheet A-II), to ensure that the wind baffle is in place, as well as the original rain baffle, and gasket system. Replace gasket(s) and damaged components as required.
4. Contractor shall examine and water test the neoprene expansion bar at the expansion joint locations, shown on sheet A-I of the shop drawings. Refer to **“Grid Plan at New Walkway Cover”**.
The original installation of the walkway cover was accomplished by assembly of the units on the ground. The units were then lifted with a crane and bolted into place, which may not allow the expansion joints to be removed.
5. The contractor will “hand clean” all the aluminum components in an effort to remove dirt and accumulated debris prior to installing new gaskets and acrylic panels.
6. In addition to the replacement of the gaskets and acrylic panels, the contractor will modify the louvers as follows: The existing louvers are shown on the plans and shop drawings. The location of the louvers is shown in the **“Elevation of New Walkway Cover”**. There are a total of eighteen (18) louvers. Each louver contains three (3) blades. (the section drawing shown on detail C-A1 (A-I) indicates at least six (6) blades, which is incorrect). Refer to **“Revised Section thru Louver and Sill”**, marked as detail C-A1 (page AI).
 - a) Remove louver assembly.
 - b) Remove all louver blades.
 - c) See **“Revised Section thru Louver and Sill”** detail C-A1 (AI). Fabricate new, fixed “ventilation screens” for the eighteen (18) existing louvers. Install new “ventilation screens” on the inside and outside face of each louver for a total of thirty-six (36) “screens”.
7. After the new panel installation is completed , the Contractor must test all panels for water leaks. If water leaks are discovered, the Contractor is to refer to detail on DittDome Details (A-II) **“Section at Expansion Joints”**. Since this work may or may not be required, this item is to be bid as Bid Alternate # 1 in “(Attachment 1) ITB Schedule of Unit Pricing”.

8. Bid Alternate # 1: Provide aluminum slip joints at the exterior of the two (2) expansion joints as shown on DittDome Sheet A-I **“Grid Plan at New Walkway Cover”**. The expansion joint at the connection of the walkway to the City Hall building to remain “as-is” and must not be disturbed.

[Remainder of this page left intentionally blank]

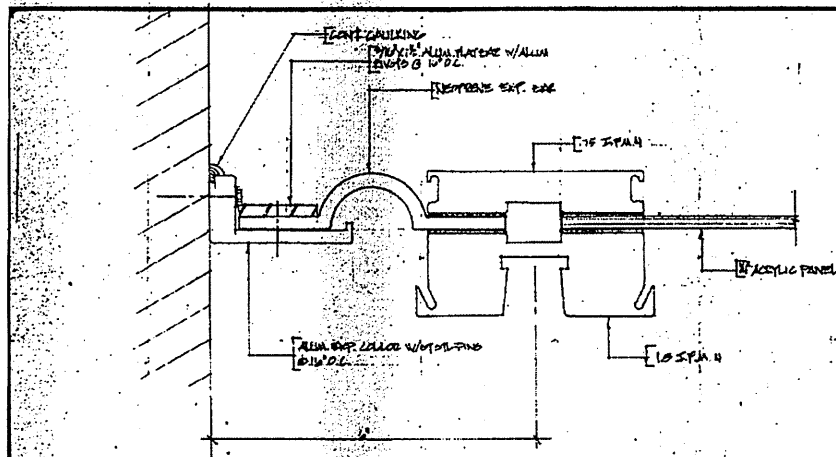
The image displays a set of architectural drawings for the City of Port Orange Municipal Complex, designed by William Faust. The drawings include:

- COVERED WALKWAY PLAN (SCALE 1/8" = 1'-0"):** A detailed plan view of the covered walkway, showing its layout, dimensions, and relationship to the surrounding site. It includes a north arrow and a note indicating that the plan is not in contrast.
- TUNNEL COVER SECTION (SCALE 1/4" = 1'-0"):** A cross-section of the tunnel cover, showing the internal structure, including the concrete walls, floor, and ceiling. It includes a note indicating that the section is not in contrast.
- SECTION (SCALE 1/4" = 1'-0"):** A cross-section of the building, showing the internal structure, including the concrete walls, floor, and ceiling. It includes a note indicating that the section is not in contrast.
- DETAIL (SCALE 1/2" = 1'-0"):** A detailed view of a specific part of the building, showing the construction details and materials. It includes a note indicating that the detail is not in contrast.
- SECTION (SCALE 1/4" = 1'-0"):** A cross-section of the building, showing the internal structure, including the concrete walls, floor, and ceiling. It includes a note indicating that the section is not in contrast.

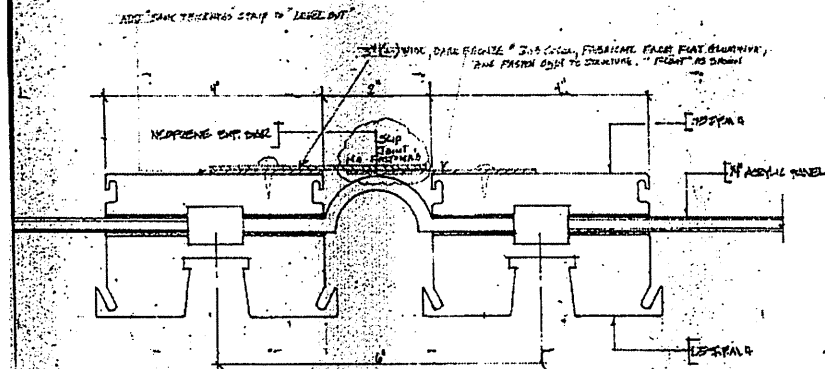
The drawings are signed and dated by William Faust, Architect, in the bottom right corner. The title block identifies the project as the City of Port Orange Municipal Complex, located in Port Orange, Florida.



DITTDOME DETAILS



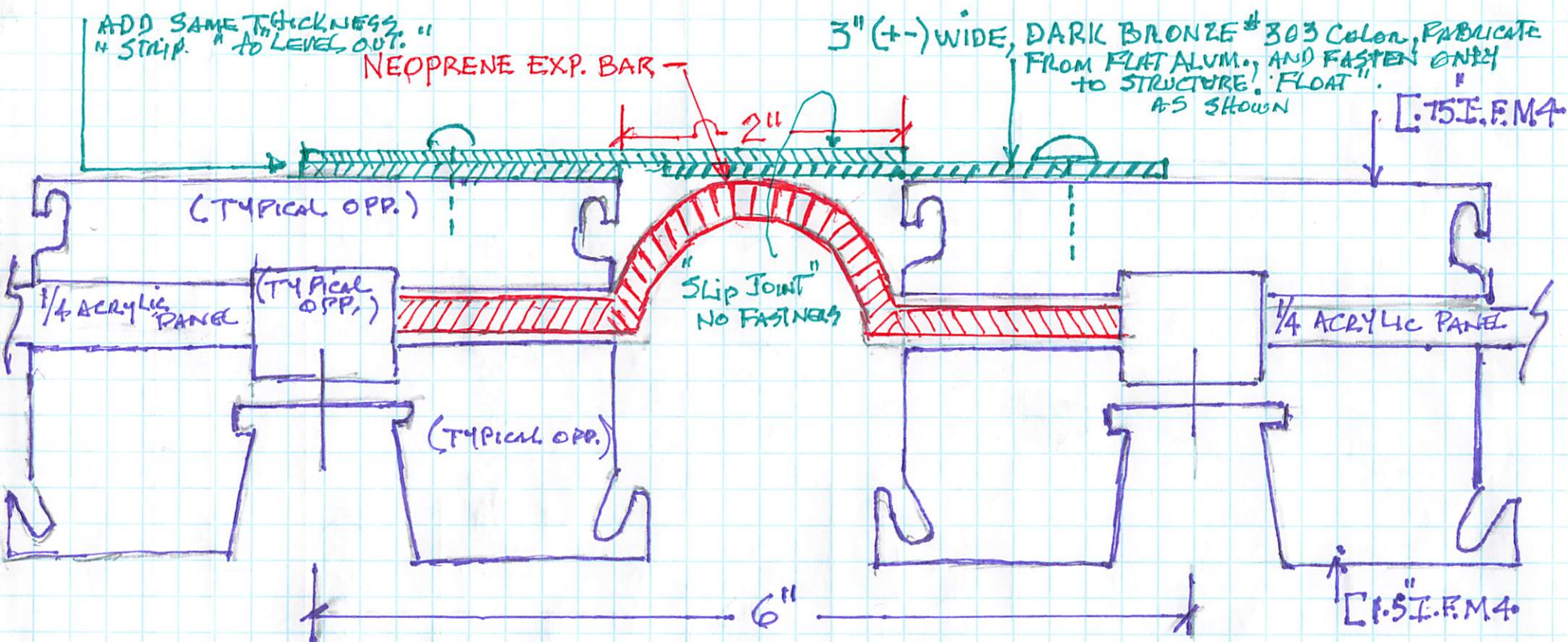
SECTION 1 SEE DETAILS DOME (THRU) 1/1
A-II
Sides & Top of 1/1



SECTION 2 EXPANSION JOINT 2(2) Location Only. 1/1

SEE ALTERNATE #11 PERFORM ALUMINUM SLIP JOINT WITH CENTER OF THE DOME EXPANSION JOINT AS SHOWN. REMOVE ALL 1/2" SPAN & 1/2" SPAN COAT. INSURE THE EXPANSION JOINT IS THE CENTER OF THE DOME TO THE EXPANSION JOINT AS SHOWN. AND WILL NOT BE DISCLOSED.

REVISION	DATE	BY	FOR
1	10/1/11	10/1/11	10/1/11
2	10/1/11	10/1/11	10/1/11
3	10/1/11	10/1/11	10/1/11
4	10/1/11	10/1/11	10/1/11
5	10/1/11	10/1/11	10/1/11
6	10/1/11	10/1/11	10/1/11
7	10/1/11	10/1/11	10/1/11
8	10/1/11	10/1/11	10/1/11
9	10/1/11	10/1/11	10/1/11
10	10/1/11	10/1/11	10/1/11
11	10/1/11	10/1/11	10/1/11
12	10/1/11	10/1/11	10/1/11
13	10/1/11	10/1/11	10/1/11
14	10/1/11	10/1/11	10/1/11
15	10/1/11	10/1/11	10/1/11
16	10/1/11	10/1/11	10/1/11
17	10/1/11	10/1/11	10/1/11
18	10/1/11	10/1/11	10/1/11
19	10/1/11	10/1/11	10/1/11
20	10/1/11	10/1/11	10/1/11
21	10/1/11	10/1/11	10/1/11
22	10/1/11	10/1/11	10/1/11
23	10/1/11	10/1/11	10/1/11
24	10/1/11	10/1/11	10/1/11
25	10/1/11	10/1/11	10/1/11
26	10/1/11	10/1/11	10/1/11
27	10/1/11	10/1/11	10/1/11
28	10/1/11	10/1/11	10/1/11
29	10/1/11	10/1/11	10/1/11
30	10/1/11	10/1/11	10/1/11
31	10/1/11	10/1/11	10/1/11
32	10/1/11	10/1/11	10/1/11
33	10/1/11	10/1/11	10/1/11
34	10/1/11	10/1/11	10/1/11
35	10/1/11	10/1/11	10/1/11
36	10/1/11	10/1/11	10/1/11
37	10/1/11	10/1/11	10/1/11
38	10/1/11	10/1/11	10/1/11
39	10/1/11	10/1/11	10/1/11
40	10/1/11	10/1/11	10/1/11
41	10/1/11	10/1/11	10/1/11
42	10/1/11	10/1/11	10/1/11
43	10/1/11	10/1/11	10/1/11
44	10/1/11	10/1/11	10/1/11
45	10/1/11	10/1/11	10/1/11
46	10/1/11	10/1/11	10/1/11
47	10/1/11	10/1/11	10/1/11
48	10/1/11	10/1/11	10/1/11
49	10/1/11	10/1/11	10/1/11
50	10/1/11	10/1/11	10/1/11
51	10/1/11	10/1/11	10/1/11
52	10/1/11	10/1/11	10/1/11
53	10/1/11	10/1/11	10/1/11
54	10/1/11	10/1/11	10/1/11
55	10/1/11	10/1/11	10/1/11
56	10/1/11	10/1/11	10/1/11
57	10/1/11	10/1/11	10/1/11
58	10/1/11	10/1/11	10/1/11
59	10/1/11	10/1/11	10/1/11
60	10/1/11	10/1/11	10/1/11
61	10/1/11	10/1/11	10/1/11
62	10/1/11	10/1/11	10/1/11
63	10/1/11	10/1/11	10/1/11
64	10/1/11	10/1/11	10/1/11
65	10/1/11	10/1/11	10/1/11
66	10/1/11	10/1/11	10/1/11
67	10/1/11	10/1/11	10/1/11
68	10/1/11	10/1/11	10/1/11
69	10/1/11	10/1/11	10/1/11
70	10/1/11	10/1/11	10/1/11
71	10/1/11	10/1/11	10/1/11
72	10/1/11	10/1/11	10/1/11
73	10/1/11	10/1/11	10/1/11
74	10/1/11	10/1/11	10/1/11
75	10/1/11	10/1/11	10/1/11
76	10/1/11	10/1/11	10/1/11
77	10/1/11	10/1/11	10/1/11
78	10/1/11	10/1/11	10/1/11
79	10/1/11	10/1/11	10/1/11
80	10/1/11	10/1/11	10/1/11
81	10/1/11	10/1/11	10/1/11
82	10/1/11	10/1/11	10/1/11
83	10/1/11	10/1/11	10/1/11
84	10/1/11	10/1/11	10/1/11
85	10/1/11	10/1/11	10/1/11
86	10/1/11	10/1/11	10/1/11
87	10/1/11	10/1/11	10/1/11
88	10/1/11	10/1/11	10/1/11
89	10/1/11	10/1/11	10/1/11
90	10/1/11	10/1/11	10/1/11
91	10/1/11	10/1/11	10/1/11
92	10/1/11	10/1/11	10/1/11
93	10/1/11	10/1/11	10/1/11
94	10/1/11	10/1/11	10/1/11
95	10/1/11	10/1/11	10/1/11
96	10/1/11	10/1/11	10/1/11
97	10/1/11	10/1/11	10/1/11
98	10/1/11	10/1/11	10/1/11
99	10/1/11	10/1/11	10/1/11
100	10/1/11	10/1/11	10/1/11



SECTION @ EXPANSION JOINT @ TWO (2) LOCATIONS ONLY 1:1

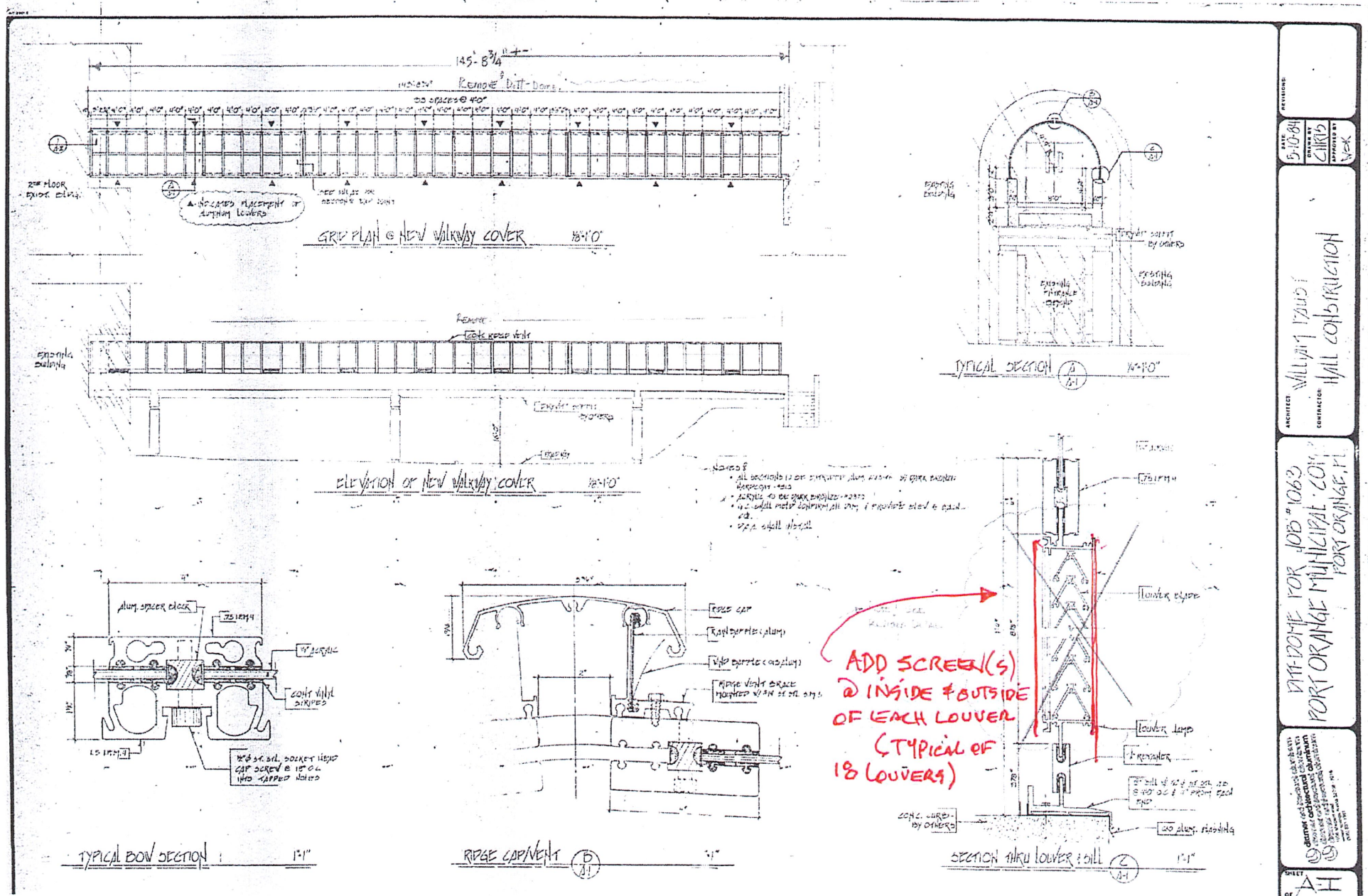
BID ALTERNATE #1:

PROVIDE ALUMINUM SLIP JOINTS @ THE EXTERIOR OF THE TWO (2) EXPANSION JOINTS AS SHOWN ON SHEET A-I "GRID PLAN @ NEW WALKWAY COVER."

DITTDOME DETAILS II

NOTE: THE EXPANSION JOINT @ THE CONNECTION OF THE WALKWAY TO THE BUILDING TO REMAIN "AS-IS," AND WILL NOT BE DISTURBED.

GRID PLAN AT NEW WALKWAY COVER, ELEVATION OF NEW WALKWAY COVER & REVISED SECTION thru LOUVER AND SILL

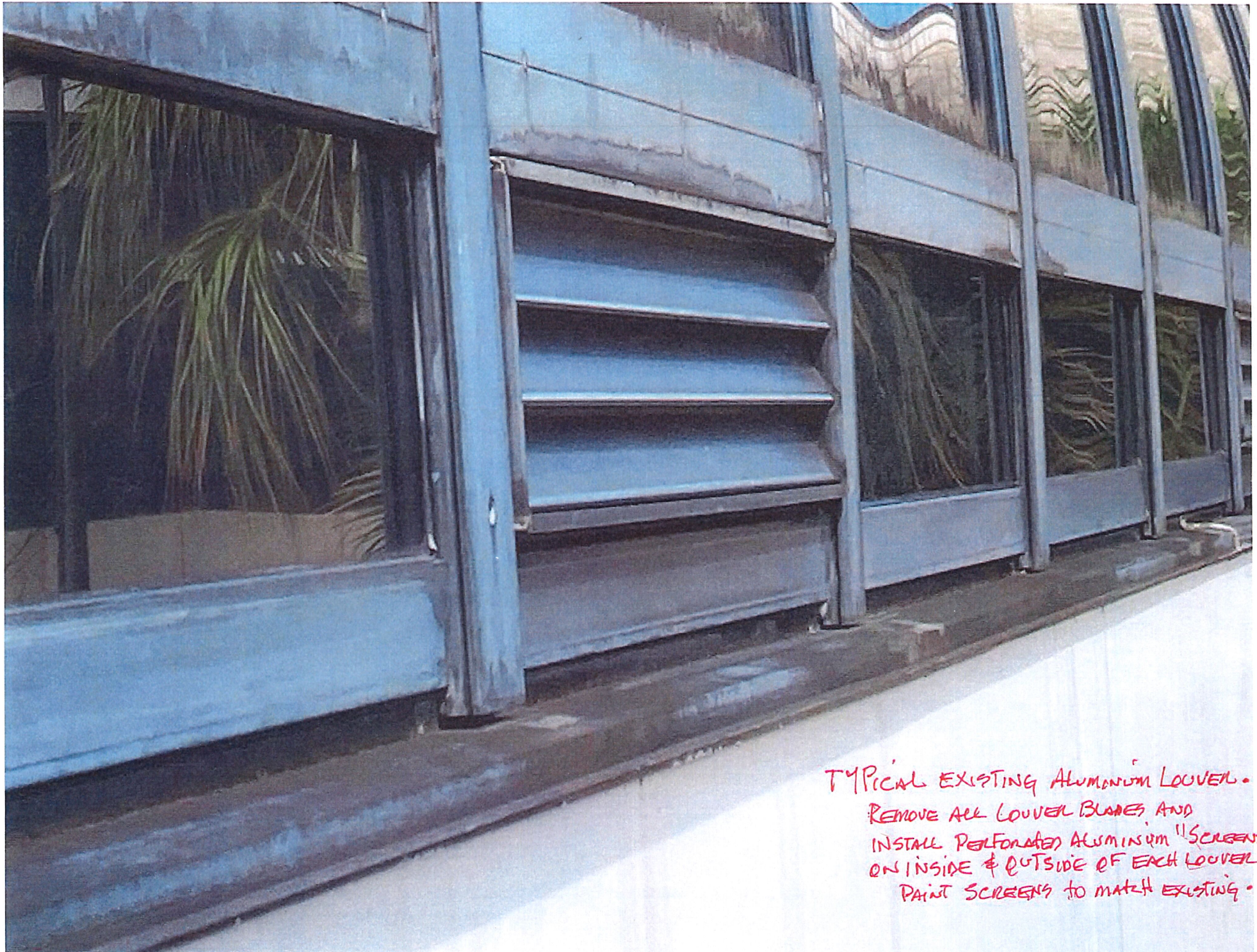


Basis of Design for “Ventilation Screens”

The basis of design for the perforated, mill finished aluminum is McNichols Co. Please refer to the pages from McNichols master catalog # MC21R2. Shop paint after fabrication to match adjacent material color. Re-install the modified louvers.

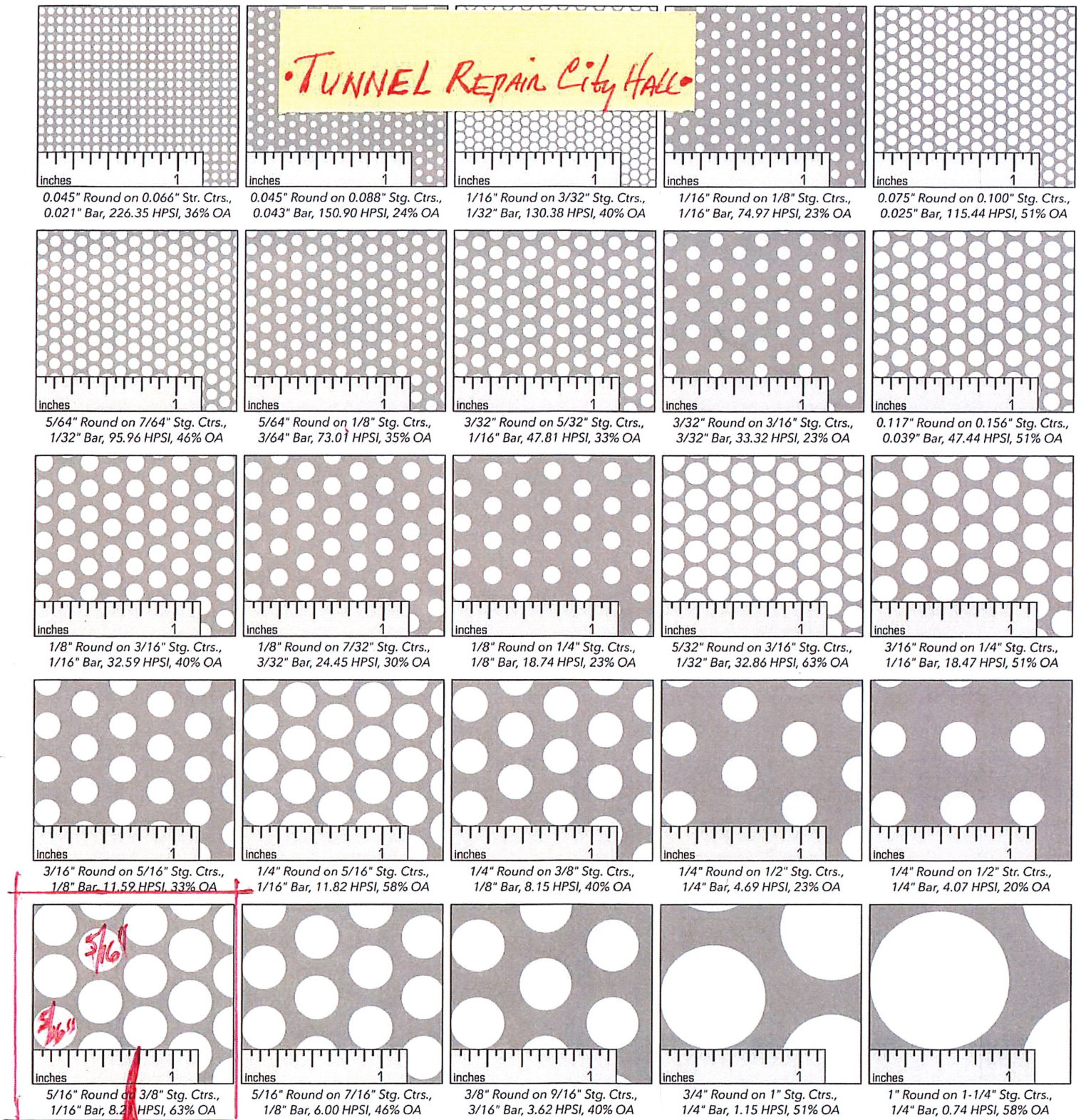
McNichols Co.
9401 Corporate Lake Drive
Tampa, Florida 33630
1-800-237-3820

Remainder of this page left intentionally blank]



TYPICAL EXISTING ALUMINUM LOUVER •
REMOVE ALL LOUVER BLADES AND
INSTALL PERFORATED ALUMINUM "SCREENS"
ON INSIDE & OUTSIDE OF EACH LOUVER.
PAINT SCREENS TO MATCH EXISTING •

Round Hole Patterns to Scale shown below is a sampling of our items shown to scale. More McNICHOLS® Perforated Metal diameters to scale are available at mcnichols.com.



Minimum Hole Size & Bar Width Guidelines When perforating Aluminum and Carbon Steel, the hole diameter should not be less than the gauge/thickness of the material. As these measurements approach a one-to-one ratio, tool failure is more likely and precautions are required. For Stainless Steel and higher strength materials, specifying at least one gauge thinner than the hole diameter is ideal. This guideline also applies to bar width/bar size (the solid material between perforations). Bar width should be greater than the material's gauge to protect quality. As these two attributes approach a one-to-one ratio, more punches are required, which sharply increases the press tonnage needed to perforate the material.

BASIS OF DESIGN FOR "SCREENS" a) INSIDE & OUTSIDE OF EACH LOUVER - FABRICATE FROM MILL FINISH ALUM. SHOP PAINT TO MATCH SURROUNDING MATERIAL MS #1



• TUNNEL REPAIR - City Hall •

Perforated Metal

McNICHOLS has the largest selection of Perforated Metal in North America, available in a variety of hole shapes, sizes, gauges and material types. A popular choice among designers and architects, Perforated Metal is used for its versatility, high strength-to-weight ratio and aesthetic appeal. Product openings permit the passage of light, air, sound and liquid, and the product is lightweight and easy to fabricate and form. McNICHOLS is ready to cut your Perforated Metal to size quickly and accurately!

COMMON APPLICATIONS

Acoustical Surfaces	Filtration	Infill Panels
Baskets	Furniture	Security Screens
Enclosures	Guards	Sign Panels
Facades	Lighting	Sound Absorption

PRODUCT LINE TERMINOLOGY

Bar Width - Also referred to as Bar Size, the measurement of the material between the outer edge of one hole to the outer edge of the nearest adjacent hole in a Perforated Metal sheet or plate.

Camber - The maximum deviation of a side edge of a sheet when compared to a straight line. This measurement is taken by placing a straight edge on the concave side of a sheet and measuring the greatest distance between the sheet edge and the straight edge.

Hole Arrangement - Rows of perforations are arranged in 45° or 60° staggered centers or in straight rows for Round Hole Perforated Metal. Square Hole Perforated is available in staggered or straight centers while our Hexagonal Hole type is stocked in a staggered arrangement. Additional arrangements are available for our Slotted Hole type.

Hole Centers - The distance from the center of one hole to the center of the nearest adjacent hole in the next adjoining row.

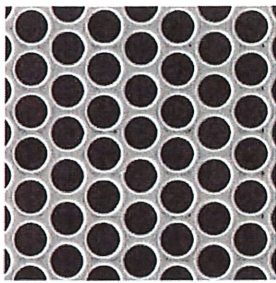
Margins - The blank (unperforated) area along the edges of a sheet or plate. Most stock items have minimum margins along the length and no margins along the width (holes are sheared through).

Random Shearing - The process of cutting sheets to size without regard to the position of the holes. This type of cut may result in an incomplete pattern among cut pieces.

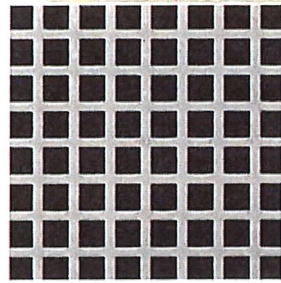
*RANDOM SHEARING IN AN EFFORT
TO "OFFSET" HOLES ON INSIDE & OUTSIDE
FACES @ EACH LOUVER.*

MC #2.

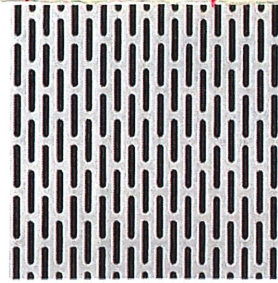
HOLE TYPES *x 5/16"* *TUNNEL REPAIR - City Hm.*



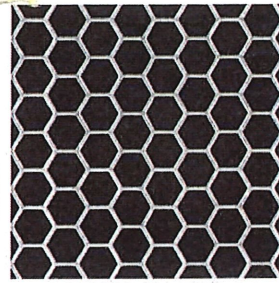
Round



Square



Slotted



Hexagonal



Designer

MATERIALS

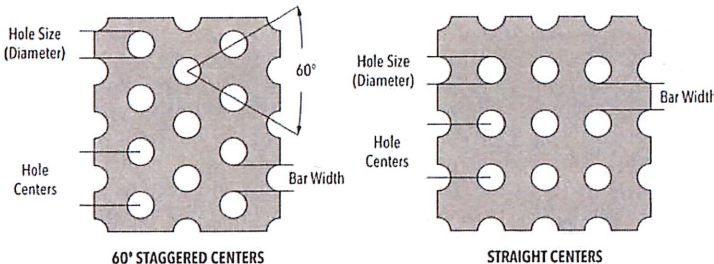
Select from the following primary material types:

Aluminum Galvanized Steel Plastic
Carbon Steel Stainless Steel

Inventory is typically mill finish unless otherwise specified.

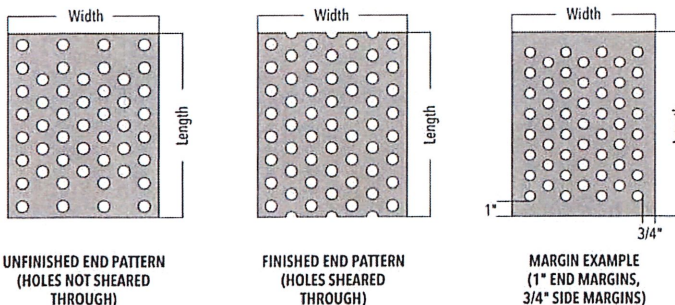
HOLE PATTERN

Identify hole size, hole type (shape), hole center (spacing) and hole arrangement (staggered centers or straight centers - e.g. 1/8" Round on 3/16" Staggered Centers) or Designer Perforated name and pattern number (e.g. WINDSOR 1845).



MARGINS & END PATTERNS

Most Perforated Metal hole types have margins (blank or unperforated areas of material along the edges of the sheet). For Round Hole stock sheets, the standard is minimum margins along the length and no margins along the width—holes are sheared through sheet ends as they are produced.



OPEN AREA & HOLES PER SQUARE INCH

The percentage of open area and the number of holes per square inch (HPSI) are often important application considerations. For example, in a filtration application, open area and HPSI are needed to understand liquid flow rates (volume of liquid allowed to pass through holes in the material within a given period of time). Common Round Hole formulas include:

60° Staggered Centers			
Open Area		HPSI	
$\frac{D^2 \times 90.69}{C^2} = \%$		$\frac{\% \text{ Open Area}}{78.54 \times D^2} = \text{HPSI}$	
Straight Centers			
Open Area		HPSI	
$\frac{D^2 \times 78.54}{C^2} = \%$		$\frac{\% \text{ Open Area}}{78.54 \times D^2} = \text{HPSI}$	
D - Diameter		C - Hole Centers	

VALUE-ADDED SERVICES

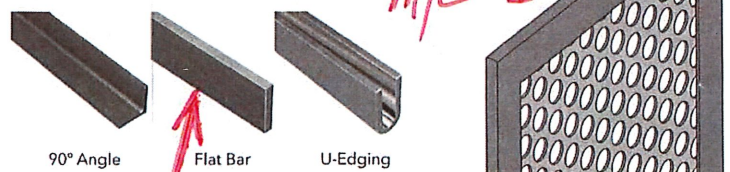
McNICHOLS can cut your Perforated Metal selection to size in house! We regularly shear material in a variety of shapes and cut sizes both timely and accurately. Railing inserts and other types of Infill Panels are also our specialty! Learn more on page 8 and 29.

ACCESSORIES

We have several framing options to choose from including Angle, Flat Bar and U-Edging (a U-shaped metal strip welded to the edges of Perforated Metal cut pieces).

McNICHOLS® Perforated Metal shown framed with U-Edging and corners treated with a standard miter joint.

FRAMING OPTIONS



FLAT BAR @ ALL SIDES OF PERFORATED ALUMINUM "SCREENS"



CITY OF PORT ORANGE

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

ADDENDUM # 1

April 6, 2022

ITB #22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 10, 2022 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.

REVISED CONTENTS

The Contents page (pg.4 of the ITB) is hereby replaced with the Revised Contents page that is posted as a separate document on the Purchasing web page and DemandStar that can be accessed using these links: www.port-orange.org/bids.aspx or www.demandstar.com.

REVISED SECTION 7 – REQUIRED FORMS

Section 7 – Required Forms (pg.50 of the ITB) is hereby replaced with Revised Section 7 – Required Forms that is posted as a separate document on the Purchasing web page and DemandStar that can be accessed using these links: www.port-orange.org/bids.aspx or www.demandstar.com.

FORM 7.13 LISTING OF SUBCONTRACTORS

FORM 7.13 Listing of Subcontractors is hereby added to ITB 22-06 as page 63 and must be included in bidder's submittal. FORM 7.13 Listing of Subcontractors can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx or DemandStar website at www.demandstar.com.

A. CLARIFICATIONS:

1. In Section 6 Special Requirements/Instructions (pg. 48 of the ITB) in the paragraph titled Working Hours, the words "or holidays" are hereby removed from the end of the paragraph.

2. **Section 6, SPECIAL REQUIREMENTS/INSTRUCTIONS page 48, BID BONDS currently reads:**

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 total amount bid shall be submitted with each bid. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

Section 6, SPECIAL REQUIREMENTS/INSTRUCTIONS page 48, BID BONDS is hereby modified to read:

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 total amount bid shall be submitted with each bid. The total amount bid is the sum of the Total Base Bid (Item #1) and the price of Alternate 1 (Item #2) on the (Attachment 1) ITB Schedule of Unit Pricing. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question No.1: Is a Notice of Acceptance required?

ANSWER: Notice of Acceptance is not required.

Question No.2: Is there a paint specification?

ANSWER: No. The Contractor may use "spray can" etching primer and a top coat with "spray can" dark bronze. The metal color needs to be as close as possible to the existing faded patina. Contractor to provide "mock-up" for approval, prior to painting all louvers.

Question No.3: Is powder coating required?

ANSWER: No.

In all other respects, except as specifically stated herein, the subject ITB # 22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org

EXHIBIT "2"

Payment and Performance Bond

Consisting of __ Pages

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

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: A.G. Pifer Construction Co., Inc.
Principal Business Address: 3629 Old DeLand Road
Daytona Beach, Florida 32124
Contact Person: Anthony Gregg Pifer, President
Phone Number: (386) 257-4448

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$160,000.00 City Project Number: ITB 22-06 Remove & Replace Acrylic Panels at City Center Walkway Tunnel

Description of Work: ITB 22-06 Remove & Replace Acrylic Panels at City Center Walkway Tunnel

Project Location: Portion of 1000 City Center Circle, Port Orange, Volusia County, Florida

Legal Description: Portion of 1000 City Center Circle, Port Orange, Volusia County, Florida
See Attached Exhibit "A"

Front Page

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

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

**Full Parcel ID:
08-16-33-00-06-0010**

**Short Parcel ID:
6308-00-06-0010**

Legal Description:
A portion of the Parcel ID listed above.

EXHIBIT "A"

A.G. Pifer Construction Co., Inc.

ITB 22-06 Remove & Replace Acrylic Panels at City Center Walkway Tunnel

Bond No. _____

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

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

BY THIS BOND, We, **A.G. Pifer Construction Co., Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$160,000.00)**, 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 Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Removal & Replacement of Acrylic Panels at City Center Walkway Tunnel, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2022.

Attest:

A.G. PIFER CONSTRUCTION CO., INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Anthony Gregg Pifer, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

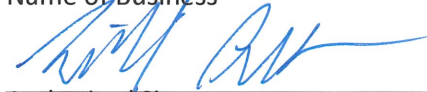
REVISED SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Bidder’s Acknowledgement Form
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 Anti-Collusion Form
- ☒ Form 7.7– Statement of Bidder’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Form 7.10 – E-Verify Affidavit
- ☒ Form 7.11 - Debarment, Suspension and Other Responsibility Matters
- ☒ N/A Form 7.12 – No Submittal Response Form (Only required if not submitting a bid)
- ☒ Form 7.13 – Listing of Subcontractors
- ☒ Attachment 1 – Schedule of Unit Pricing
- ☒ Original Recorded Bid Bond
- ☒ Current Bonding Capacity Letter (as outlined in Section 6)
- ☒ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: A. G. Pifer Construction Co., Inc

Name of Business



Authorized Signature

04/14/2022

Date

This document must be completed and returned with your Submittal

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL **ITB #22-06**



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: March 10, 2022

Bid Due Date & Time: April 14, 2022 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5717

purchdiv@port-orange.org

www.port-orange.org

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the 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 Bidder / Contractor as its act and deed and that the Bidder / Contractor is ready, willing and able to perform if awarded the contract.

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for 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):**

A. G. Pifer Construction Co., Inc

NAME OF BUSINESS



AUTHORIZED SIGNATURE

William DeMattia, Vice President

NAME, TITLE, TYPED

59-2986219

FEDERAL IDENTIFICATION #

3629 Old DeLand Rd

MAILING ADDRESS

Daytona Beach, FL 32124

CITY, STATE & ZIP CODE

386-257-4448 / 386-257-5503

TELEPHONE NUMBER / FAX NUMBER

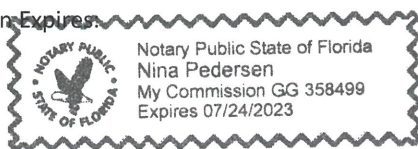
AGPiferInc@gmail.com

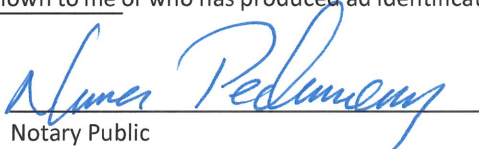
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of April 14, 2022 by William DeMattia, Vice President, 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 Bidders, 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: 04/06/2022 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

A. G. Pifer Construction Co., Inc

Name of Business

By: [Signature]

Printed Name: William DeMattia

Title: Vice President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 14 day of April, 2022, by
William DeMattia, as Vice President of

(NAME)

(TITLE)

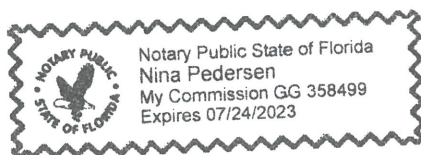
A. G. Pifer Construction Co., Inc and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE

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

ADDENDUM # 1

April 6, 2022

ITB #22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 10, 2022 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.

REVISED CONTENTS

The Contents page (pg.4 of the ITB) is hereby replaced with the Revised Contents page that is posted as a separate document on the Purchasing web page and DemandStar that can be accessed using these links: www.port-orange.org/bids.aspx or www.demandstar.com.

REVISED SECTION 7 – REQUIRED FORMS

Section 7 – Required Forms (pg.50 of the ITB) is hereby replaced with Revised Section 7 – Required Forms that is posted as a separate document on the Purchasing web page and DemandStar that can be accessed using these links: www.port-orange.org/bids.aspx or www.demandstar.com.

FORM 7.13 LISTING OF SUBCONTRACTORS

FORM 7.13 Listing of Subcontractors is hereby added to ITB 22-06 as page 63 and must be included in bidder's submittal. FORM 7.13 Listing of Subcontractors can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx or DemandStar website at www.demandstar.com.

A. CLARIFICATIONS:

1. In Section 6 Special Requirements/Instructions (pg. 48 of the ITB) in the paragraph titled Working Hours, the words "or holidays" are hereby removed from the end of the paragraph.
2. **Section 6, SPECIAL REQUIREMENTS/INSTRUCTIONS page 48, BID BONDS currently reads:**

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 total amount bid shall be submitted with each bid. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

Section 6, SPECIAL REQUIREMENTS/INSTRUCTIONS page 48, BID BONDS is hereby modified to read:

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 total amount bid shall be submitted with each bid. The total amount bid is the sum of the Total Base Bid (Item #1) and the price of Alternate 1 (Item #2) on the (Attachment 1) ITB Schedule of Unit Pricing. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question No.1: Is a Notice of Acceptance required?

ANSWER: Notice of Acceptance is not required.

Question No.2: Is there a paint specification?

ANSWER: No. The Contractor may use "spray can" etching primer and a top coat with "spray can" dark bronze. The metal color needs to be as close as possible to the existing faded patina. Contractor to provide "mock-up" for approval, prior to painting all louvers.

Question No.3: Is powder coating required?

ANSWER: No.

In all other respects, except as specifically stated herein, the subject ITB # 22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org

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 Bidders have a drug-free workplace program.

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

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

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

A. G. Pifer Construction Co., Inc

Name of Business

By: [Signature]

Printed Name: William DeMattia

Title: Vice President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 14 day of April, 2022, by
William DeMattia, as Vice President of

(NAME)

(TITLE)

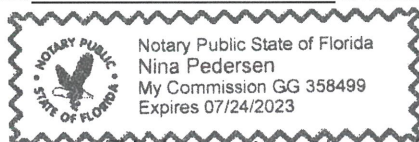
A. G. Pifer Construction Co., Inc and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – 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 William DeMattia, who, being by me first duly sworn, made the following statement:

1. The business address of A. G. Pifer Construction Co., Inc (name of Offeror or business) is 3629 Old Deland Rd, Daytona Beach, FL 32124.
2. My relationship to A. G. Pifer Construction Co., Inc (name of Offeror or business) is Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of 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 has been convicted of a public entity crime subsequent to July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached hereto.~~ (Draw a line through paragraph 7 if paragraph 6 above applies.)

A. G. Pifer Construction Co., Inc

Name of Business

By: William DeMattia

Printed Name: William DeMattia

Title: Vice President

STATE OF Florida

COUNTY OF Volusia

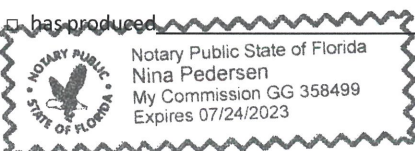
Sworn to (or affirmed) and subscribed before me this 14 day of April, 2022, by William DeMattia, as Vice President of

A. G. Pifer Construction Co., Inc and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Nina Pedersen
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION 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 BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDER AND THE CITY OF PORT ORANGE.

NAME OF FIRM: A. G. Pifer Construction Co., Inc

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

PRINTED SIGNATURE: William DeMattia

TITLE: Vice President

ADDRESS: 3629 Old DeLand Rd

CITY: Daytona Beach STATE: FL ZIP CODE: 32124

TELEPHONE: 386-257-4448 FAX: 386-257-5503

F.E.I.N. NUMBER: 59-2986219

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder: A. G. Pifer Construction Co., Inc
- B. Permanent main office address: 3629 Old Deland Rd, Daytona Beach, FL 32124
- C. Date organized: 12/22/1989
- D. If a corporation, where incorporated: Florida
- E. How many years have you been engaged in the business under your present firm or trade name? 33 years
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) USE SEPARATE SHEET & ATTACH TO SUBMITTAL (Attached)
- G. General character of work performed by your company: General Contracting
- 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: USE SEPARATE SHEET & ATTACH TO SUBMITTAL
- K. List your major equipment currently owned or leased: USE SEPARATE SHEET & ATTACH TO SUBMITTAL Assortment of trailers, Scissor Lift
- L. Experience in work similar to this type of project: Yes
- M. Background and experience of the principal members of your organization, including the officers: USE SEPARATE SHEET & ATTACH TO SUBMITTAL Please see attached Resumes
- N. Credit currently available: \$ Confidential
- O. Give bank name, contact name and phone number: Bank Of America / Ginger Hakala - 386-947-3798
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES NO ☐ ☒

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. G. Pifer Construction Co., Inc

Name of Business

By: [Signature]

Printed Name: William DeMattia

Title: Vice President

STATE OF: Florida

COUNTY OF: Volusia

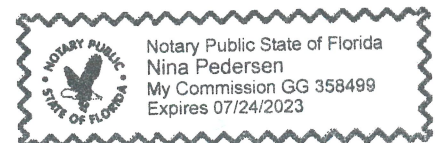
Sworn to (or affirmed) and subscribed before me this 14 day of April, 2022,
by William DeMattia and who:

[Notary: Please select one]

☒ Is personally known to me; or

☐ Has produced _____ as identification.

Notary Public, State of: Florida



Printed, typed or stamped name, commission and expiration: Nina Pedersen

This document must be completed and returned with your Submittal

A.G. PIFER CONSTRUCTION CO., INC.

Contracts on Hand	Contract Amt	Comple. Date
City of Ormond Beach.:11-22 Gazebo Replacement	\$ 59,293.00	06/2022
County of Volusia - Parks:33-21 PFC Emory Bennet Park Shed/Garage	\$ 16,900.00	04/2022
County of Volusia - VOTRAN:VOTRAN:105-21 First Step Shelter	\$ 49,957.41	05/2022
County of Volusia:032-20 Sheriff's Office Lobby	\$ 219,386.17	04/2022
Halifax Humane Society.:Thrift Store	\$ 34,500.00	05/2022
New Smyrna Housing Development:37-21 Turgot Renovations	\$ 288,480.00	05/2022
The Neighborhood Center of West Volusia:26-21 Bridge Shelter Laundry Bldg	\$ 107,086.32	06/2022
Timothy & Shawna Moore:15-21 New Residence	\$ 481,877.50	07/2022
Chris & Sharon Thomas: 06-22 Thomas Residence Addition	\$ 328,201.07	08/2022
James & Lydia Wachtel: 03-22 Bathroom Adtn/Kitchen Reno	\$ 75,828.62	06/2022
City of Deltona: 20-22 Reno 1st Floor Plan. Area	\$ 22,000.00	06/2022
City of Orange City: 16-22 Louver Upgrades Well Bldg 6 + 7	\$ 18,725.00	07/2022

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Anthony Gregg Pifer

President

A.G. Pifer Construction Co., Inc. was established as a Corporation in December of 1989, with a workforce consisting of one laborer and Anthony Gregg Pifer as President/Owner and has grown to a competitively sized construction company with sixteen employees and annual gross sales averaging \$7 to \$8 million dollars.

In May of 1988, Mr. Pifer started the company with a Superintendent's weekly paycheck of \$360.00 and a lot of prayer.

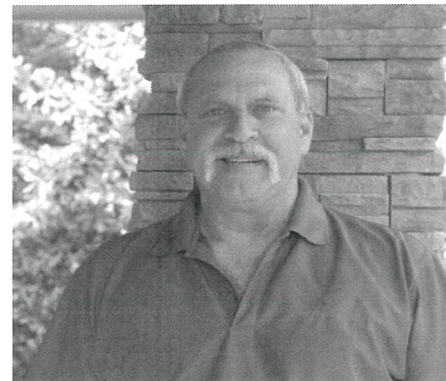
Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance from one of the finest carpenters he had ever met, even to this day. During the last two years of high school, he entered a trade school called Parkway West Technical School, where he received his technical training regarding construction mechanics. While in technical college, he was put in charge of constructing a four-story classroom building to be used for future students in the facility. This building is still used on campus today.

In 1981, Equity Realty Inc. hired Mr. Pifer over the phone. Their primary business was condominium conversions. After two weeks of employment he was promoted to Head Carpenter, overseeing a 270-unit complex in Altamonte Springs. In the following five months, at the age of twenty-one, he was once again promoted; this time to Head Supervisor in charge of multiple million-dollar projects. At eleven months he was transferred to Daytona Beach to oversee a project, which the budget was about to be exhausted and completion was not in sight. Mr. Pifer successfully completed the project within the anticipated budget.

He then accepted a position with the local Carpenters Union and worked at Epcot Center for seven months. During these months, he excelled in his knowledge of custom construction methods and other trades related to construction. After a few years of constructing both high-rise and low-rise as well as numerous types of other buildings, Mr. Pifer accepted a position with Hall Construction.

Mr. Jim Hall sent Mr. Pifer to Construction Licensing courses to prepare him for the State Certified Contractors' Exam. In May of 1987, Mr. Pifer passed the Contractors' exam and notified Hall Construction Co. that he, with a two-year notice, would be leaving to venture out on his own.

Anthony Gregg Pifer started A.G. Pifer Construction Co., Inc. in Dec of 1989. In the years to come, the firm experienced well controlled growth. This growth included both small and large-scale projects, and no project was unmanaged by Mr. Pifer himself. The reputation of the company grew and to this day, its clients continue to call back for additional projects.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Experience

50 Years Experience in Construction

Tenure with AGP

33 Years with A.G.P.

Qualifications

State of Florida Certified General
Contractor CGC040437
Jessica Lunsford Certified
LEED Certified

Primary Role

President
Chief Project Manager
Chief Project Coordinator
Chief Executive Officer
Chief Financial Officer

A.G. PIFER CONSTRUCTION CO. INC.

Mr. John Griswold

Senior Superintendent

Mr. John Griswold was hired by A.G. Pifer Construction Co., Inc. in April of 2004 as a Project Superintendent with 42 years construction experience. During his employment with A.G. Pifer Construction, Mr. Griswold has constructed over 30 MRI suites as well as many other successful construction projects, including Toronita Off-Beach Parking & Restrooms in Port Orange, FL, for Volusia County and Stadium Bleacher Renovations in New Smyrna Beach, FL for the City of New Smyrna Beach.

Mr. Griswold is known for his effective project supervision and delivering a project ahead of schedule or on time. His problem-solving skills allow the job site to maintain effective workflow and progress. Employees that work under Mr. Griswold will adhere to all OSHA, Drug Free Workplace and Job Safety Standards, to ensure complete compliance of all requirements.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Experience

60 Years Experience in Construction

Tenure with AGP

18 Years with A.G.P.

Qualifications

Lead Certified
Jessica Lunsford Certified

Primary Role

Senior Superintendent

A.G. PIFER CONSTRUCTION CO. INC.

Mr. William DeMattia

Senior Project Manager

Mr. William DeMattia was hired by Mr. Pifer in October of 2005 at the young age of 21 years old. Eager to learn the construction field, Mr. DeMattia quickly found a place with the A.G. Pifer Construction crew and began developing his vast knowledge of construction.

Throughout his employment with A.G. Pifer Construction Co., Inc., Mr. DeMattia was given the opportunity to manage jobs and repeatedly proved to Mr. Pifer that he had what it took to become a successful Superintendent.

In 2013, Mr. Pifer decided to test Mr. DeMattia and gave him his first Supervision project; Mary Avenue TOT Lot and Restrooms, located at 505 Mary Avenue, New Smyrna Beach, FL. He effectively completed the job on time and without complications, proving to Mr. Pifer that he was a viable asset to the A.G. Pifer Construction family.

One year later, Mr. DeMattia was asked to join the Office Team of A.G. Pifer Construction Co., Inc. as Assistant Project Manager to Mr. Pifer. He has used his vast experience in the field to help Mr. Pifer time-manage projects and deal with any situation that may arise in an effective and knowledgeable manner.

Between 2015 and 2018, Mr. DeMattia was promoted twice; first from Assistant Project Manager to Project Manager/Estimator, and then to Senior Project Manager after proving outstanding management skills and the ability to provide quality estimating services to our clients.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Experience

17 Years Experience in Construction

Tenure with AGP

17 Years with A.G.P.

Qualifications

Notary Public
Jessica Lunsford Certified

Primary Role

Senior Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Timothy Caldwell

Project Manager / Estimator

Mr. Tim Caldwell started in the construction field as a drywall apprentice in 1989 after graduating from high school. He went on to start his own drywall business with his brother at the young age of 23 years old. In 2000, he formed a quick bond with Anthony Gregg Pifer, the owner of A.G. Pifer Construction Co. Inc., as well as with his crew, and began developing his vast knowledge of general construction.

In 2012 Mr. Caldwell left A.G. Pifer Construction and moved to Missouri to pursue a change in life. While in Missouri, Mr. Caldwell did several Metal Framings both on exterior and interior commercial applications.

He returned to Florida and to A.G. Pifer Construction in 2018, where he joined the office team as Project Manager/Estimator and strived to learn as much as he could to grow with the company.

Throughout his employment with A.G. Pifer Construction, Mr. Caldwell was given the opportunity to manage several commercial as well as residential jobs, and he began to develop a good solid knowledge of what a Project Manager role entails from day to day. He effectively completed every job on time and without complications, proving to Mr. Pifer that he was a viable asset to the A.G. Pifer Construction family.

Mr. Caldwell has a vast knowledge of construction under his belt and strives daily to stay on top of new products and better ways of getting things done. Mr. Caldwell has proven to be a great asset to A.G. Pifer Construction Co., Inc.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Experience

33 Years Experience in Construction

Tenure with AGP

17 Years with A.G.P.

Qualifications

Notary Public

Primary Role

Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact

QUALIFICATIONS PACKAGE

A.G. PIFER CONSTRUCTION CO. INC.

Table of Contents

Tab 1 Statement of Interest and Introductions

*Contains a Statement of Interest signed by Mr. Pifer,
President.*

Tab 2 Company History

Tab 3 Company Qualifications and Capabilities

*Contains statements of the company's ability to perform
services of this type.*

Tab 4 Financial Stability / Bonding Capacity

Contains a statement of the company's past litigation.

Tab 5 Licenses / Insurance

Contains a copy of all current licenses and insurance forms.

Tab 6 Professional References

*Contains a list of references and contract termination
information.*

A.G. Pifer Construction Co. Inc.
3629 Old Deland Road
Daytona Beach, FL 32124
Phone: (386) 257-4448 | Fax: (386) 257-5503
Email: AGPiferInc@gmail.com
Website: www.agpiferconstruction.com



It is not the beauty of a
building you should look
at; it is the construction
of the foundation that
will stand the test of
time.

-David Allan Coe

Bid No. ITB #22-06

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

**REMOVE AND REPLACE
ACRYLIC PANELS AT
CITY CENTER
WALKWAY TUNNEL**

**Bid Date: 04/14/2022
Bid Time: 02:30 pm**

We would like to thank you for giving us the opportunity and consideration to bid on the REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL. Please accept this correspondence as our Statement of Interest and introductions for qualifications on this and any construction projects you may have on the horizon.

A.G. PIFER CONSTRUCTION CO. INC. has been providing construction services throughout Volusia County from our office located at 3629 Old Deland Road in Daytona Beach, Florida, since our company's inception in 1989. Our company currently employs sixteen people total: three experienced Superintendents, three experienced Construction Foremen, four Carpenters, three Laborers, two Project Managers, and one Office Manager.

A.G. PIFER CONSTRUCTION CO. INC. is a drug free workplace and all employees are prescreened and can be randomly checked for drug use. We have certified our entire staff with Jessica Lunsford Certification through the Volusia County School Board. All employees are Jessica Lunsford Act approved and all have passed background checks to enable them to work on school board projects. All employees sign and adhere to a strict "code of conduct" or company policy.

A.G. PIFER CONSTRUCTION CO. INC. has the ability to provide Payment and Performance Bonds up to 12 million dollars. The company currently has 2 million dollars in General Liability Insurance coverage and Medical coverage with a 2 million dollar aggregate and an additional umbrella policy bringing our total limit to 5 million dollars. These coverages include all our employees. We have never been denied Builder's Risk, General Liability or Worker's Compensation Insurance for any projects.

We have enjoyed a multitude of projects over the past 33 years of service to the Volusia County area and surrounding counties. Please do not hesitate to call us at: (386) 257-4448 with any questions.

As always, it is an honor and pleasure to be of service to you.

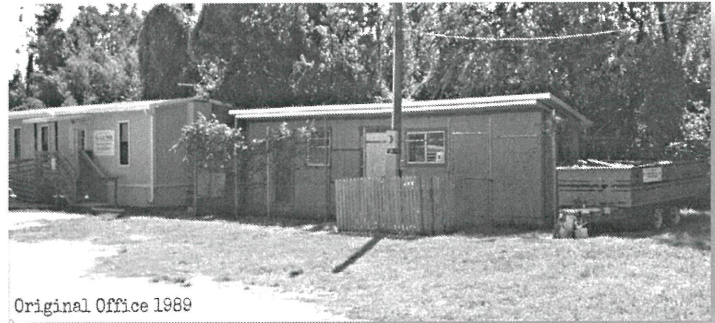
Yours Very Truly,

Anthony Gregg Pifer, President

Tab 2 Company History

A.G. PIFER CONSTRUCTION CO. INC.

was established as a Corporation in 1989, with a small workforce consisting of one laborer and Mr. Pifer as President/Owner and has grown to a competitively sized construction firm with fifteen employees and annual gross sales averaging \$7 to \$8 million dollars. Mr. Pifer proudly started A.G. Pifer Construction Co. Inc. with a Superintendents weekly paycheck of \$360.00 and a lot of prayer.



Original Office 1989

TOP 10 PROJECTS	DESCRIPTION OF WORK	CONTRACT AMOUNT	COMPLETION TIME
1. DLH PORT ORANGE ANNEX	Renovation of the complete building	\$1.95 Million	01/2018-11/2018 (10 Months)
2. PORT ORANGE POLICE EVIDENCE	Complete renovate of the Evidence room	\$350,000	01/2019-05/2019 (5 months)
3. MILL LAKE PARK PHASE 2	New park with 1 mile of sidewalks	\$1.1 Million	07/2017 – 01/2018 (7 months)
4. LIVE OAK CULTURAL CENTER	New Construction	\$2.2 Million	02/2018-3/2019 (6 months)
5 SILVER SAND CONDOS	Complete Renovation	\$380 Thousand	02/2018-06/2018 (4 months)
6. MUSSLEWHITE RESIDENCE	Complete Renovation of existing Home	\$575 Thousand	12/2018-05/2019 (6 months)
7. VOTRAN ADA BUS STOPS	ADA Bus Stops-Volusia	\$1.8 Million	Ongoing
8. AZALEA HEALTH CENTER	New Facility in Daytona	\$575 Thousand	07/2017-02/2018 (8 Months)
9. DBHA PALMETTO PARK	Exterior Renovation Building	\$850 Thousand	05/2016-01/2017 (8 Months)
10. CITY OF NEW SMYRNA BEACH	City Hall Annex	\$4.3 Million	10/2019-12/2021 (26 Months)

Tab 3 Company Qualifications / Capabilities / Financial Stability

To Whom It May Concern,

We would like to thank you for giving us the opportunity and consideration to bid on the REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL. Please accept this correspondence as our Statement of our firm's capacity to perform the work within the required schedule.

A.G. PIFER CONSTRUCTION CO. INC., is confident that we are able to dedicate a team to provide Construction Services for the REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL within the timeframe mentioned in the Request for Expression of Interest and Statement of Qualifications.

A.G. PIFER CONSTRUCTION CO., INC. certifies that we are financially stable and have the necessary resources, human and financial, to provide the services at the level required by The City of Port Orange.

A.G. PIFER CONSTRUCTION CO. INC. has the ability to bond up to \$12 Million Dollars. Please see the enclosed Bonding Capacity letter from our bonding agent Nielson, Mosholder and Associates, for confirmation of this capacity. Their contact information is as follows:

Nielson, Mosholder and Associates

Attn: Don Bramlage

4380 St. Johns Parkway,

Suite 110

Sanford, FL 32771

Phone: (407) 330-3990 x 1206 | Fax: (407) 330-3949

dbramlage@nielsonbonds.com

Bonding Letter

POWER NO. 0994592 00
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY**, of SANFORD and State of FL their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **October**, A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Dennis P. Baus,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **16th** day of **October**, A.D., 2017, before me personally came **Dennis P. Baus**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By: 
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, **Frank Carrino**, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **21st** day of **March** A.D., **2019**



By: 
Frank Carrino, Secretary

BPOAC (0.

Tab 4 Licenses / Insurances / Certifications

A.G. PIFER CONSTRUCTION CO. INC. is a state certified General Contractor with well over 50 years of combined construction experience amongst its current sixteen employees.

	Ron DeSantis, Governor	Halsey Beshears, 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			
PIFER, ANTHONY GREGG A G PIFER CONSTRUCTION CO INC 3629 OLD DELAND RD DAYTONA BEACH FL 32124-3645			
LICENSE NUMBER: CGC040437 EXPIRATION DATE: AUGUST 31, 2022 Always verify licenses online at MyFloridaLicense.com			
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.		

Volusia County Business Tax Receipt

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 198711160004 Expires: September 30, 2022
Business Location: 3629 OLD DELAND RD
Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC040437	301C	10	\$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 Treasury and Billing 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

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 07/23/2021
RECEIPT #: 442280
TOTAL TAX: \$18.00
PENALTY: \$0.00
TOTAL PAID: \$18.00



Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

Account #: 198711160004 Expires: September 30, 2022
Business Location: 3629 OLD DELAND RD

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
---	--	--

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. A.G. Pifer Construction Co. Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 3629 Old Deland Road	Requester's name and address (optional)
	6 City, state, and ZIP code Daytona Beach, FL 32124	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20%;">5</td><td style="width: 20%;">9</td><td style="width: 20%;"> </td><td style="width: 20%;">2</td><td style="width: 20%;">9</td><td style="width: 20%;">8</td><td style="width: 20%;">6</td><td style="width: 20%;">2</td><td style="width: 20%;">1</td><td style="width: 20%;">9</td> </tr> </table>	Social security number																				OR										Employer identification number										5	9		2	9	8	6	2	1	9
Social security number																																																			
OR																																																			
Employer identification number																																																			
5	9		2	9	8	6	2	1	9																																										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶ _____
------------------	----------------------------	--------------

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)	• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
--	--

Certificate of General Liability / Workers Compensation / Umbrella / Floaters Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2021

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 Apex Insurance Resources LLC 777 Deltona Blvd Suite 28 Deltona FL 32725		CONTACT NAME: Certificates PHONE (A/C, No, Ext): 386-218-2005 E-MAIL: info@apexinsuranceresources.com ADDRESS: info@apexinsuranceresources.com		FAX (A/C, No): 800-620-8849
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : American Interstate Insurance Company		31895
		INSURER B : The Ohio Casualty Insurance Company		24074
		INSURER C : Security National Insurance		19879
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 985356171 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	SES1799609-00	8/22/2021	8/22/2022	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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	EXS179572800	8/22/2021	8/22/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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 Y	AVWCFL2918922021	8/22/2021	8/22/2022	☒ 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
B	Installation Floater Equipment Floater		BMO63652696 BMO63652698	8/22/2021 8/22/2021	8/22/2022 8/22/2022	Limit of Ins Per Item 1,000 200,000 3,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Owner Anthony G Pifer is Exempt from Workers Compensation coverage.
 General Liability includes Ongoing and Completed Operations, Blanket Primary & Noncontributory coverage, Per Project Aggregate, Additional Insured Forms CG20100413 and CG20370413 as required by written contract. General Liability and Workers Compensation include Blanket Waiver of Subrogation as required by written contract. All forms are attached. Excess Liability is follow form.

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY ***** ***** 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
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Certificate of Auto Fleet Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2021

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 SHERRILL SCHULTZ INSURANCE AGENCY 4554 CLYDE MORRI BLVD STE 3 PORT ORANGE FL 32129	CONTACT NAME: JODI STEWART PHONE (A/C, No, Ext): 386-675-6355 FAX (A/C, No): 386-675-6559 E-MAIL ADDRESS: JODI.STEWART.WI4Z@STATEFARM.COM	
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED A G PIFER CONSTRUCTION CO INC 3629 OLD DELAND RD DAYTONA BEACH FL 32124		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY ☐ PRO-JECT ☐ LOC ☐					PRODUCTS - COMPIOP AGG \$
	OTHER:					\$
A	AUTOMOBILE LIABILITY		J87 1137 591	08/22/2021	08/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

2005 GMC BOX TRUCK 1GDJG31V651907635
 2017 RAM 2500 3C6UR5MJ4HG782132
 2019 CHEVROLET C1500 3GCNWAHXXKG243337
 2014 CHEVROLET C1500 1GCRCPEHXEZ132594
 2007 CHEVROLET K3500 1GCHK33687F510733

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jodi Stewart</i>
-----------------------------------	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

1001486 132649.13 04-22-2020

congratulations

You've been added to Waterstone Mortgage's acceptable builder's list. We're looking forward to working together to finance new homes for our mutual customers.

Let's *build* together!



Seth Stern

SStern@waterstonemortgage.com

CERTIFICATE of PREQUALIFICATION

THIS IS TO CERTIFY THAT

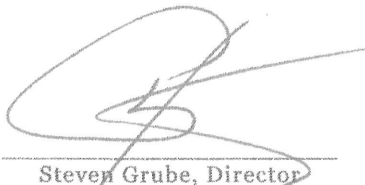
A.G. Pifer Construction CO., Inc.
3629 Old Deland, Rd
Daytona Beach, FL 32124

HAS MET THE SCHOOL DISTRICT OF VOLUSIA COUNTY REQUIREMENTS FOR

General Construction

Single \$6 Million Aggregate \$12 Million




Steven Grube, Director
Planning and Construction


Ruben Colón, Chairman


Dr. Scott Fritz
Superintendent of Schools



NAT-66541-3

United States Environmental Protection Agency

This is to certify that



A.G. Pifer Construction Co., Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 09, 2025

NAT-66541-3

Certification #

July 13, 2020

Issued On



Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. 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: County of Volusia
Contact Person: Jose Alvarez
City, State: DeLand, FL
Telephone Number: 386-248-1760
Email Address: JAlvarez@volusia.org
Description of goods or
Services provided: Sheriff's Office Lobby - Storefront & Bulletproof Glass
Contract Amount: \$219,386.17
Start/End Date ofContract: 04/2021 - 02/2022
2. Company Name: City of DeLand
Contact Person: Kieu Moses
City, State: DeLand, FL
Telephone Number: (386) 626-7112
Email Address: mosesk@deland.org
Description of goods or
Services provided: New construction of Resource Center
Contract Amount: \$1,009,098.29
Start/End Date ofContract: 08/2019 - 07/2020
3. Company Name: City of New Smyrna Beach
Contact Person: Gary Wisniewski
City, State: New Smyrna Beach, FL
Telephone Number: (386) 410-2800
Email Address: gwisniewski@cityofnsb.com
Description of goods or
Services provided: Remodel Historic Church into City Hall Annex
Contract Amount: \$4,352,126.50
Start/End Date ofContract: 09/2019 - 11/2021

This document must be completed and returned with your Submittal.

(FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE page 2)

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 City 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 goods or services 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.**

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Jose Alvarez	386-248-1760	Yes	10	Sheriff's Office Lobby - Storefront & Bulletproof Glass
2	John Cotton	386-763-3727	Yes	15	Volusia County VOTRAN - Bus Stop Shelters
3	Robbie Robertson	(386) 527-6618	Yes	5	Volusia County Fire Stations - Metal Buildings

This document must be completed and returned with your Submittal.

FORM 7.9 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): ITB #22-06BUSINESS NAME: A. G. Pifer Construction Co., Inc. CONTACT PERSON/TITLE: William DeMattia, Vice President MAILING ADDRESS: 3629 Old Deland RdCITY-STATE-ZIP: Daytona Beach, FL 32124 Length of Time at Address Provided: 33 years**Physical Presence of Business:** ☒ **Headquarters and/or** ☐ **Principal Place of Business**And within Legal Boundaries: ☐ **City of Port Orange** ☒ **Volusia County** ☐ **State of Florida**FEIN (Federal Employer Identification Number): 59-2986219BUSINESS STRUCTURE: ☒ **Corporation** ☐ **LLC** ☐ **Partnership** ☐ **Sole Proprietorship**☐ **Other (Specify):** _____PHONE NUMBER: 386-257-4448 FAX: 386-257-5503EMAIL: AGPiferInc@gmail.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the 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 and/or principal place of business 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

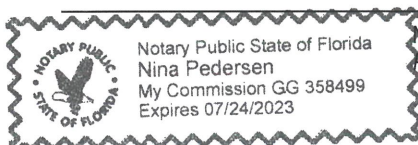
As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

A. G. Pifer Construction Co., Inc

Name of Business

By: [Signature]Printed Name: William DeMattiaTitle: Vice PresidentSTATE OF FloridaCOUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization, this
14 day of April, 2022 by William DeMattia, as Vice President of
A. G. Pifer Construction Co., Inc, a Florida Corporation. He or she is ☒ personally known or _____ produced
 _____ as identification.



[Signature]
 Notary Public, State of Florida
 Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal.

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 198711160004

Expires: September 30, 2022

Business Location: 3629 OLD DELAND RD

Business Name: A G PIFER CONSTRUCTION CO

Owner Name: ANTHONY GREGG PIFER

Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC040437	301C	10	\$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 Treasury and Billing 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

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 07/23/2021
RECEIPT #: 442280
TOTAL TAX: \$18.00
PENALTY: \$0.00
TOTAL PAID: \$18.00



Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

Account #: 198711160004

Expires: September 30, 2022

Business Location: 3629 OLD DELAND RD

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

FORM 7.10 CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

Solicitation Number: ITB #22-06

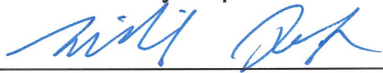
I, the undersigned, hereby certify that A. G. Pifer Construction Co., Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2022 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of A. G. Pifer Construction Co., Inc [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

A. G. Pifer Construction Co., Inc
(Print or Type Name, Title)

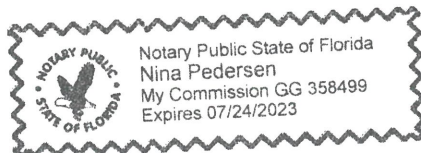

(Signature of Affiant)

59-2986219
(Federal Employer ID Number – FEIN)

1163031
(E-Verify Number)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of April, 20 22, by William DeMattia as Vice President of A. G. Pifer Construction Co., Inc on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.




Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal



Welcome

≡ MENU

Company Information

Company Name

A.G. Pifer Construction Co. Inc.

Company ID Number

1163031

Doing Business As (DBA) Name

--

DUNS Number

611710906

Physical Location**Address 1**

3629 Old Deland Road

Address 2

--

City

Daytona Beach

State

FL

Zip Code

32124

County

VOLUSIA

Mailing Address**Address 1**

3629 Old Deland Road

Address 2

--

City

Daytona Beach

State

FL

Zip Code

32124

Additional Information

Employer Identification Number
592986219

Total Number of Employees
10 to 19

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
236 - CONSTRUCTION OF BUILDINGS

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



FORM 7.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;

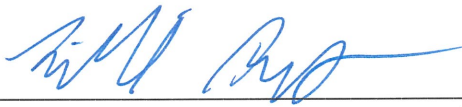
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

A. G. Pifer Construction Co., Inc
Organization Name

ITB #22-06
Bid Number or Project Name

William DeMattia, Vice President
Name(s) and Title(s) of Authorized Representatives


Signature

04/14/2022
Date

This document must be completed and returned with your Submittal

FORM 7.13 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Bidder shall not substitute subcontractors without approval from the City. Bidder shall attach additional sheets as necessary. **Please mark N/A for no subcontractors.**

Subcontractor No. 1

Name: Atlas Glass of Port Orange Inc

Description of Work: Glazing

Percent of Contract Price: 80%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal



(ATTACHMENT 1) ITB SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE

ITB #22-06

REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

Completed (Attachment 1) ITB Schedule of Unit Pricing 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.

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

NAME OF BUSINESS: A.G. PIFER CONSTRUCTION CO., INC

CONTACT PERSON: WILLIAM DeMATTIA, VICE PRESIDENT

EMAIL ADDRESS: AGPiferInc@gmail.com

AUTHORIZED SIGNATURE:

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL BASE BID
1	Removal and replacement of acrylic panels and gaskets of walkway tunnel at City Center per Section 3 Specifications.	1	LS	\$160,000.00
ITEM #	DESCRIPTION	QTY	UNIT	PRICE FOR ALTERNATE 1
2	Alternate 1 - Provide and install aluminum slip joints at the exterior of two expansion joints per Section 3 Specifications.	1	LS	\$2,470.00
	Bidder shall warranty all materials and labor for a period of:		TIME	___ 1 Year ___
	Bidder shall warranty all workmanship for a period of:		TIME	___ 1 Year ___

BID BOND

BID BOND

Bond No.: n/a

KNOW ALL MEN BY THESE PRESENTS that A.G. Pifer Construction Co., Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3629 Old Deland Road, Daytona Beach, FL 32124, Tel.: (386) 257-4448, (hereinafter called "PRINCIPAL"), and Westfield Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at P. O. Box 5001, Westfield Center, OH 44251, Tel.: 330-887-0101 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of -Five Percent of Proposed Bid- dollars and (-----)/100 (\$ ---5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated April 14, 2022, for:

Project Name / Bid No.: Remove and Replace Acrylic Panels at City Center Walkway Tunnel – ITB #22-06

Project Address: Port Orange, Florida

Legal Description: Remove and Replace Acrylic Panels at City Center Walkway Tunnel – ITB #22-06

Description of Work: Remove and Replace Acrylic Panels at City Center Walkway Tunnel – ITB #22-06

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 14th day of April, A.D. 2022, 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: A.G. Pifer Construction Co., Inc.

ATTEST:

Signature William DeMatta VICE PRESIDENT
Corporate Officer & Title

Signature _____
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Signature [Signature]
Signature [Signature]

ATTEST:

see attached power of attorney

Signature _____
Corporate Secretary (Affix Corporate Seal)

SURETY: Westfield Insurance Company

Attorney-in-Fact (signature) Don Bramlage
Name & Title Don Bramlage
Name of Local Resident Agent
4380 St. Johns Parkway, Suite 110 Sanford, FL 32771
City, State, Zip
407-330-3990
Telephone:
A.M. Best No.: 002382 NAIC No.: 24112

STATE OF Florida
COUNTY OF Seminole

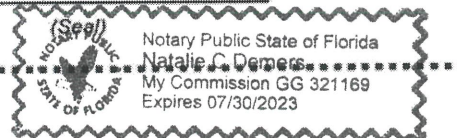
Before me this day personally appeared Don Bramlage (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Westfield Insurance Company (corporate surety) and that this person has been authorized by Westfield Insurance Company (corporate surety) to execute the foregoing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

Signature of Affiant Don Bramlage

Sworn to / Affirmed and subscribed before me this 14th day of April, 2022, by Don Bramlage, who is personally known to me or who produced n/a as identification.

NOTARY PUBLIC - STATE OF Florida
Type or print name: Natalie C. Demers
Commission No.: GG 321169
Commission Expires: July 30, 2023

END OF BID BOND



This document must be completed and returned with your Submittal

General
Power
of Attorney

POWER NO. 0994592 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**-----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **20th** day of **FEBRUARY** A.D., **2020**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **20th** day of **FEBRUARY** A.D., **2020**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **14th** day of **April** A.D., **2022**.



Frank A. Carrino, Secretary



Ron DeSantis, Governor

Halsey Beshears, 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

PIFER, ANTHONY GREGG

A G PIFER CONSTRUCTION CO INC
3629 OLD DELAND RD
DAYTONA BEACH FL 32124-3645

LICENSE NUMBER: CGC040437

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

A.G. PIFER CONSTRUCTION CO., INC.

Filing Information

Document Number L39256
FEI/EIN Number 59-2986219
Date Filed 12/22/1989
State FL
Status ACTIVE

Principal Address

3629 OLD DELAND RD
DAYTONA BEACH, FL 32124

Changed: 04/17/2000

Mailing Address

3629 OLD DELAND RD
DAYTONA BEACH, FL 32124

Changed: 04/17/2000

Registered Agent Name & Address

PIFER, ANTHONY G.
1771 FOELKER RD.
DELAND, FL 32724

Address Changed: 01/05/2006

Officer/Director Detail

Name & Address

Title PRES

PIFER, ANTHONY G.
1771 FOELKER RD
DELAND, FL 32724

Title VD

Demattia, William Patrick
1922 Donald Place
South Daytona, FL 32119



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Budget Analyst

FROM: Ronny Buttrum, Deputy Director of Public Works

DATE: May 5, 2022

SUBJECT: Recommend award of construction contract to A. G. Pifer Construction Company for ITB 22-06 for the Removal and Replacement of Acrylic Panels at the City Center Walkway Tunnel

REQUEST:

The Public Works & Utilities Department is requesting the City Council award the construction contract to A. G. Pifer Construction Company in the amount of \$160,000.

PURPOSE:

The purpose of this request is for the removal and replacement of acrylic panels, gaskets, air flow louver vents and touchup painting to the existing walkway tunnel that was originally constructed in 1984.

CONSIDERATION:

The existing acrylic panels are 38 years old. Due to constant weather exposure, the existing acrylic panels have begun to crack, causing water leakage. All acrylic panels need to be removed and replaced to eliminate the existing water leakage and broken panels. A total of 18 air flow louver vents will need to be modified to improve airflow in the tunnel, reducing heat buildup. The current damage is due to the age of the existing panels.

The project was bid in accordance with City policy. A. G. Pifer Construction Company was the only bidder for the amount of \$160,000.

An Alternate 1, in the amount of \$2,470; was requested. This alternate is to provide and install aluminum slip joints at the exterior of two (2) expansion joints per Section 3 of the specifications. It is unknown at this time if the expansion joints will need to be replaced.

All additional work must be justified and approved in writing by City Manager in accordance with Code of Ordinances prior to authorization to the contractor.

FUNDING:

Project ORE200

Fund: 317

Fund Name: General Fund Capital Projects

Cost Center: Building Maintenance

Spend Category: Facility & Improvements other than Building

Current Budget: \$120,000

May 17, 2022 – \$40,000 additional funds request

Contract Amount: \$160,000

RECOMMENDATION:

The Public Utilities Department recommends City Council award the construction contract to A. G. Pifer Construction Company in the amount of \$160,000.

ANTICIPATED SCHEDULE:

- a) June 7, 2022, Council Approval
- b) Notice to Proceed for construction, approximately 60 days after Council Approval
- c) The project will be substantially complete 150 days from the Notice to Proceed date with an additional 30 days for final completion.

ATTACHMENTS:

- a.) ITB 22-06 Remove and Replace Acrylic Panels at City Center Walkway Tunnel
- b.) Bid Tabulation
- c.) Notice of Intent to Award

CC: Frank Flagg, Facilities Manager
Bobby Bryant, Facilities Supervisor

ITB 22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

BID TABULATION

OPENING DATE/TIME April 14, 2022 @ 2:30PM



A.G. PIFER CONTRUCTION CO., INC

Required Forms Submitted: YES

Responsive Bidder: YES

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL BASE BID
1	Removal and replacement of acrylic panels and gaskets of walkway tunnel at City Center per Section 3 Specifications.	1	LS	\$160,000.00
ITEM #	DESCRIPTION	QTY	UNIT	PRICE FOR ALTERNATE 1
2	Alternate 1 - Provide and install aluminum slip joints at the exterior of two expansion joints per Section 3 Specifications.	1	LS	\$2,470.00
	Bidder shall warranty all materials and labor for a period of:		TIME	1 YEAR
	Bidder shall warranty all workmanship for a period of:		TIME	1 YEAR

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.



(ATTACHMENT 1) ITB SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB #22-06

REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

Completed (Attachment 1) ITB Schedule of Unit Pricing 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.

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

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL BASE BID
1	Removal and replacement of acrylic panels and gaskets of walkway tunnel at City Center per Section 3 Specifications.	1	LS	\$
ITEM #	DESCRIPTION	QTY	UNIT	PRICE FOR ALTERNATE 1
2	Alternate 1 - Provide and install aluminum slip joints at the exterior of two expansion joints per Section 3 Specifications.	1	LS	\$
	Bidder shall warranty all materials and labor for a period of:		TIME	
	Bidder shall warranty all workmanship for a period of:		TIME	



**MANDATORY PRE-BID
CONFERENCE & SITE VISIT**

March 24, 2022 10:00 A.M.

**City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
purchdiv@port-orange.org**

**ITB 22-06 REMOVE AND REPLACE ACRYLIC
PANELS AT CITY CENTER WALKWAY
TUNNEL**

PLEASE WRITE CLEARLY

#	Name	Signature	Title	Company	Phone	Email
1	Jill Poolman		Purchasing Manager	City of Port Orange	386-506-5718	jpoolman@port-orange.org
2	Jennifer Cox		Purchasing Agent	City of Port Orange	386-506-5740	jcox@port-orange.org
3	Joseph Castro		Buyer	City of Port Orange	386-506-5717	jcastro@port-orange.org
4	Ronny Buttrum		Deputy Director Public Works	City of Port Orange	386-506-5584	rbttrum@port-orange.org
5	Frank Flagg		Facilities Manager	City of Port Orange	386-506-5586	babbate@port-orange.org
6	Bobby Bryant		Public Works Supervisor Facilities	City of Port Orange	386-506-5582	bbryant@port-orange.org
7	Bill DeMarra		Senior PM	AG PIPER	386-287-4448	AGPIPERINC@GMAIL.COM
8	Justin Branch		Sub Contractor	AG PIPER		
9						
10						



CITY OF PORT ORANGE

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

ADDENDUM # 1

April 6, 2022

ITB #22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 10, 2022 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.

REVISED CONTENTS

The Contents page (pg.4 of the ITB) is hereby replaced with the Revised Contents page that is posted as a separate document on the Purchasing web page and DemandStar that can be accessed using these links: www.port-orange.org/bids.aspx or www.demandstar.com.

REVISED SECTION 7 – REQUIRED FORMS

Section 7 – Required Forms (pg.50 of the ITB) is hereby replaced with Revised Section 7 – Required Forms that is posted as a separate document on the Purchasing web page and DemandStar that can be accessed using these links: www.port-orange.org/bids.aspx or www.demandstar.com.

FORM 7.13 LISTING OF SUBCONTRACTORS

FORM 7.13 Listing of Subcontractors is hereby added to ITB 22-06 as page 63 and must be included in bidder's submittal. FORM 7.13 Listing of Subcontractors can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx or DemandStar website at www.demandstar.com.

A. CLARIFICATIONS:

1. In Section 6 Special Requirements/Instructions (pg. 48 of the ITB) in the paragraph titled Working Hours, the words "or holidays" are hereby removed from the end of the paragraph.

2. **Section 6, SPECIAL REQUIREMENTS/INSTRUCTIONS page 48, BID BONDS currently reads:**

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 total amount bid shall be submitted with each bid. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

Section 6, SPECIAL REQUIREMENTS/INSTRUCTIONS page 48, BID BONDS is hereby modified to read:

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 total amount bid shall be submitted with each bid. The total amount bid is the sum of the Total Base Bid (Item #1) and the price of Alternate 1 (Item #2) on the (Attachment 1) ITB Schedule of Unit Pricing. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question No.1: Is a Notice of Acceptance required?

ANSWER: Notice of Acceptance is not required.

Question No.2: Is there a paint specification?

ANSWER: No. The Contractor may use "spray can" etching primer and a top coat with "spray can" dark bronze. The metal color needs to be as close as possible to the existing faded patina. Contractor to provide "mock-up" for approval, prior to painting all louvers.

Question No.3: Is powder coating required?

ANSWER: No.

In all other respects, except as specifically stated herein, the subject ITB # 22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org

Revised Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO BIDDERS	6
SECTION 3 – SPECIFICATIONS	10
SECTION 4 – STANDARD PURCHASE DEFINITIONS	22
SECTION 5 – GENERAL TERMS AND CONDITIONS	25
SECTION 6 – SPECIAL CONDITIONS	48
REVISED SECTION 7 – REQUIRED FORMS	50
FORM 7.1 – BID SUBMITTAL CHECKLIST	50
FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM	51
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	52
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	53
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	54
FORM 7.6 – ANTI-COLLUSION FORM	55
FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS	56
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	57
FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	59
FORM 7.10 – E-VERIFY AFFIDAVIT... ..	60
FORM 7.11 - DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.....	61
FORM 7.12 – NO SUBMITTAL RESPONSE FORM.....	62
FORM 7.13 – LISTING OF SUBCONTRACTORS... ..	63
ATTACHMENT 1 – SCHEDULE OF UNIT PRICING... ..	64
BID BOND... ..	65
PAYMENT & PERFORMANCE BOND... ..	67
LEASED EMPLOYEE AFFIDAVIT FORM (FOR INFORMATIONAL PURPOSES ONLY)	71
AFFIDAVIT REGARDING WORKERS COMPENSATION FORM (FOR INFORMATIONALPURPOSES ONLY).....	72
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY).....	73

[Remainder of this page left intentionally blank]

REVISED SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Bidder’s Acknowledgement Form
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 Anti-Collusion Form
- _____ Form 7.7– Statement of Bidder’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Form 7.10 – E-Verify Affidavit
- _____ Form 7.11 - Debarment, Suspension and Other Responsibility Matters
- _____ Form 7.12 – No Submittal Response Form (Only required if not submitting a bid)
- _____ Form 7.13 – Listing of Subcontractors
- _____ Attachment 1 – Schedule of Unit Pricing
- _____ Original Recorded Bid Bond
- _____ Current Bonding Capacity Letter (as outlined in Section 6)
- _____ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- _____ 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 7.13 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Bidder shall not substitute subcontractors without approval from the City. Bidder shall attach additional sheets as necessary. **Please mark N/A for no subcontractors.**

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

ITB 22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

BID TABULATION

OPENING DATE/TIME April 14, 2022 @ 2:30PM



A.G. PIFER CONTRUCTION CO., INC

Required Forms Submitted: YES

Responsive Bidder: YES

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL BASE BID
1	Removal and replacement of acrylic panels and gaskets of walkway tunnel at City Center per Section 3 Specifications.	1	LS	\$160,000.00
ITEM #	DESCRIPTION	QTY	UNIT	PRICE FOR ALTERNATE 1
2	Alternate 1 - Provide and install aluminum slip joints at the exterior of two expansion joints per Section 3 Specifications.	1	LS	\$2,470.00
	Bidder shall warranty all materials and labor for a period of:		TIME	1 YEAR
	Bidder shall warranty all workmanship for a period of:		TIME	1 YEAR

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.



NOTICE OF INTENT TO AWARD

ITB # 22-06

REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

April 20, 2022

On April 14, 2022, Purchasing received one (1) submittal for ITB # 22-06 Remove and Replace Acrylic Panels at City Center Walkway Tunnel.

After review of the responses, City Staff has made a recommendation to award to the following firm:

A.G. PIFER CONSTRUCTION CO., INC

This recommendation of award will be presented to City Council for approval in the near future. Interested parties may review the City Council agenda at:

<https://www.port-orange.org/776/Agendas-and-Minutes>.

Joseph Castro,
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on Monday, April 25, 2022 at 3:30pm Eastern Time.

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

ITB #22-06



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: March 10, 2022

Bid Due Date & Time: April 14, 2022 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5717

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #22-06

REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on April 14, 2022** 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 to deem the Bidder responsive or non-responsive. Bid will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid Conference and Site Visit at 10:00 A.M. (local time) on **March 24, 2022** for the project at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Bidders must attend the meeting and site visit. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

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

DESCRIPTION: *The City of Port Orange is soliciting sealed bids to remove and replace the acrylic panels of the walkway enclosure.*

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Bids will be evaluated in accordance with 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 bidders may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from 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 Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL"** in the subject line. Last day for questions will be **March 31, 2022 at 5:00 P.M.**

[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 #22-06
BID TITLE:	REMOVE AND REPLACE ACRYLIC PANELS AT
	CITY CENTER WALKWAY TUNNEL
DUE DATE/TIME:	April 14, 2022 at 2:30 P.M.
SUBMITTED BY:	(Name of Company)
ADDRESS:	
DELIVER TO:	City of Port Orange Attn: Joseph Castro, Buyer Purchasing Division 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	
	(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO BIDDERS	6
SECTION 3 – SPECIFICATIONS.....	10
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	22
SECTION 5 – GENERAL TERMS AND CONDITIONS.....	25
SECTION 6 – SPECIAL CONDITIONS.....	48
SECTION 7 – REQUIRED FORMS.....	50
FORM 7.1 – BID SUBMITTAL CHECKLIST	50
FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM	51
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	52
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	53
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	54
FORM 7.6 – ANTI-COLLUSION FORM.....	55
FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS	56
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	57
FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	59
FORM 7.10 – E-VERIFY AFFIDAVIT.....	60
FORM 7.11 - DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.....	61
FORM 7.12 – NO SUBMITTAL RESPONSE FORM.....	62
ATTACHMENT 1 – SCHEDULE OF UNIT PRICING.....	63
BID BOND.....	64
PAYMENT & PERFORMANCE BOND.....	66
LEASED EMPLOYEE AFFIDAVIT FORM (FOR INFORMATIONAL PURPOSES ONLY)	70
AFFIDAVIT REGARDING WORKERS COMPENSATION FORM (FOR INFORMATIONAL PURPOSES ONLY).....	71
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY).....	72

[Remainder of this page left intentionally blank]

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for removing and replacing the existing acrylic panels of the walkway tunnel located at City Hall, 1000 City Center Circle.

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.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution.....	March 10, 2022
Mandatory Pre-Bid Conference & Site Visit.....	March 24, 2022 at 10:00A.M.
Deadline for Questions.....	March 31, 2022 by 5:00P.M.
Final Addendum Posting	April 7, 2022 by 5:00 P.M.
Bids Due.....	April 14, 2022 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award.....	To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Purchasing Division
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 Bidders shall clearly indicate on the outside of their bid the following:

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

Due to the timing of mail service, the City cautions Bidders to 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.

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

Offers by telephone or email shall not be accepted. Also, Bidders 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 Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

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

PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conference and Site Visit for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. . **All prospective Bidders must attend the meeting and site visit.** The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #22-06 REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL**” 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:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@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. Addenda will be provided via the City website www.port-orange.org/bids.aspx and DemandStar website www.demandstar.com. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Bidders responsibility to be sure all correct number of addenda were received by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement.

CLARIFICATIONS:

It is the Bidder’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS:

Bidders shall be licensed to do business in the State of Florida and submit Sunbiz report showing their company registered as “Active”. Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided “Professional References” form. Failure to provide references that verify required experience will cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

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

PRICING SHEETS:

Schedule of Unit Pricing (Attachment 1) is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the 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 Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Bidder 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. The Purchasing Department shall bear no responsibility for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history on Form 7.12 as required in the ITB may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.

- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the 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 Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided 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.

REQUIRED DOCUMENTS FOR AWARDED BIDDER:

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

[Remainder of this page left intentionally blank]

SECTION 3 – SPECIFICATIONS

1. The plans for the project consist of the following documents:
 - a) Sheet #11, of the original plans for the City of Port Orange Municipal Complex, City Hall, page #11, titled **“Covered Walkway Plan, Sections and Details”**. This plan was originally prepared by William Faust Architect, P.A., dated January 1984. (architect deceased.)
 - b) Sheet # A-I titled **“DittDome”** and # A-II titled **“Dittdome Details”**, are the original shop drawings as prepared by Dittmer Architectural Aluminum, 1006 Shepard Road, Winter Springs, Florida 32706-2018. (305)831-1981. This company is still in operation.
 - c) Sheet titled **“DittDome Details II”** is to provide detail which may not be legible on A-II titled **“Dittdome Details”**,
2. The contractor will provide all materials, labor, equipment and supervision, to remove and replace the existing acrylic panels as originally specified on sheet # A-I and A-II of the (Dittmer) shop drawings, to include the following:
 - a) Remove and replace all existing gaskets (referenced to as “vinyl strips”) as shown in the typical bow section, sheet A-I of the Dittmer shop drawings.
 - b) Remove and replace the ¼” acrylic (“glass”) panels in all openings previously glazed), using dark bronze acrylic #2370, as originally specified.
3. Contractor shall examine the ridge cap / vent, as shown in detail B-A1 (Sheet A-II), to ensure that the wind baffle is in place, as well as the original rain baffle, and gasket system. Replace gasket(s) and damaged components as required.
4. Contractor shall examine and water test the neoprene expansion bar at the expansion joint locations, shown on sheet A-I of the shop drawings. Refer to **“Grid Plan at New Walkway Cover”**.
The original installation of the walkway cover was accomplished by assembly of the units on the ground. The units were then lifted with a crane and bolted into place, which may not allow the expansion joints to be removed.
5. The contractor will “hand clean” all the aluminum components in an effort to remove dirt and accumulated debris prior to installing new gaskets and acrylic panels.
6. In addition to the replacement of the gaskets and acrylic panels, the contractor will modify the louvers as follows: The existing louvers are shown on the plans and shop drawings. The location of the louvers is shown in the **“Elevation of New Walkway Cover”**. There are a total of eighteen (18) louvers. Each louver contains three (3) blades. (the section drawing shown on detail C-A1 (A-I) indicates at least six (6) blades, which is incorrect). Refer to **“Revised Section thru Louver and Sill”**, marked as detail C-A1 (page AI).
 - a) Remove louver assembly.
 - b) Remove all louver blades.
 - c) See **“Revised Section thru Louver and Sill”** detail C-A1 (AI). Fabricate new, fixed “ventilation screens” for the eighteen (18) existing louvers. Install new “ventilation screens” on the inside and outside face of each louver for a total of thirty-six (36) “screens”.
7. After the new panel installation is completed , the Contractor must test all panels for water leaks. If water leaks are discovered, the Contractor is to refer to detail on DittDome Details (A-II) **“Section at Expansion Joints”**. Since this work may or may not be required, this item is to be bid as Bid Alternate # 1 in “(Attachment 1) ITB Schedule of Unit Pricing”.

8. Bid Alternate # 1: Provide aluminum slip joints at the exterior of the two (2) expansion joints as shown on DittDome Sheet A-I **“Grid Plan at New Walkway Cover”**. The expansion joint at the connection of the walkway to the City Hall building to remain “as-is” and must not be disturbed.

[Remainder of this page left intentionally blank]

The image displays a set of architectural drawings for the City of Port Orange Municipal Complex. The primary drawing is a plan view of the covered walkway, showing its layout, dimensions, and structural details. It includes a north arrow and a scale of 1/4" = 1'-0". To the right, there are two sections of the tunnel cover, labeled 'SECTION A' and 'SECTION B', showing the cross-section of the structure and its foundation. Below these sections are details of the city hall entrance, including a plan view and a section view. The drawings are signed by William Faust, Architect, and include a title block with the project name and location.

COVERED WALKWAY PLAN
SCALE 1/4" = 1'-0"

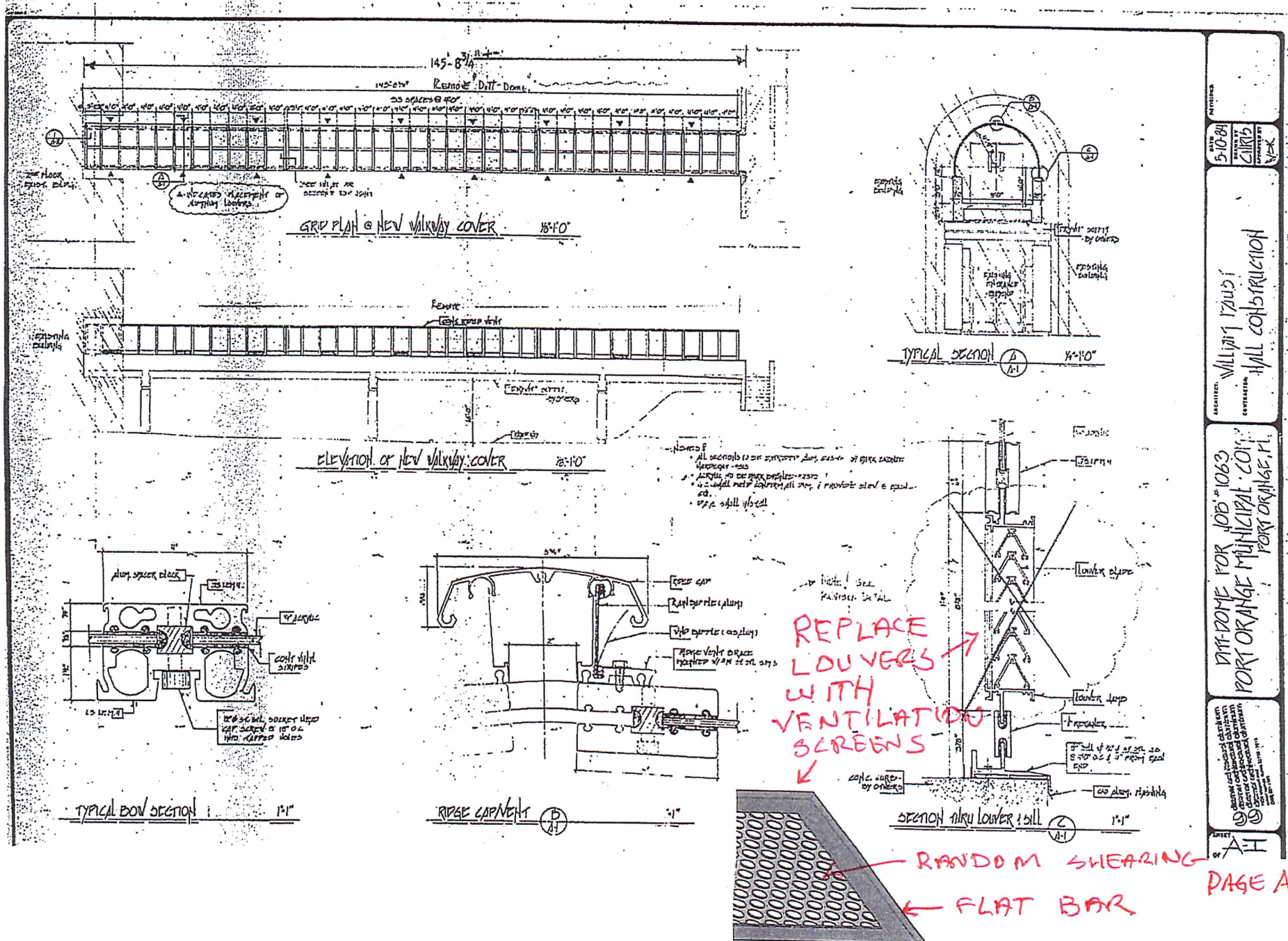
SECTION A
SCALE 1/4" = 1'-0"

SECTION B
SCALE 1/4" = 1'-0"

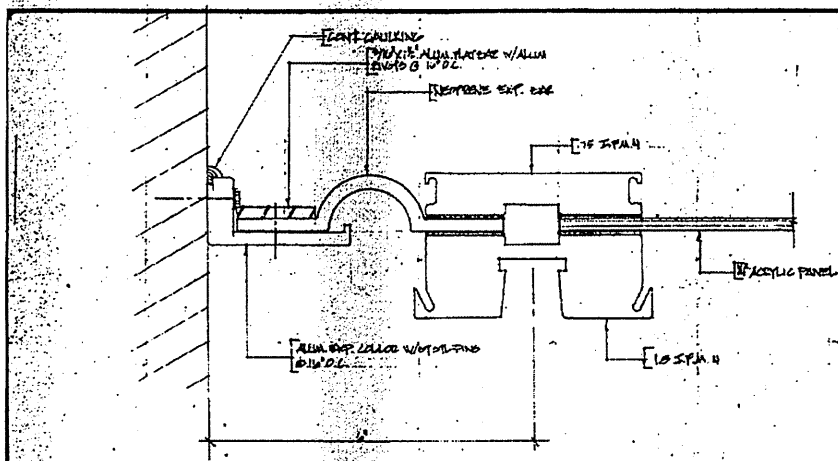
CITY HALL

CITY OF PORT ORANGE MUNICIPAL COMPLEX
PORT ORANGE, FLORIDA

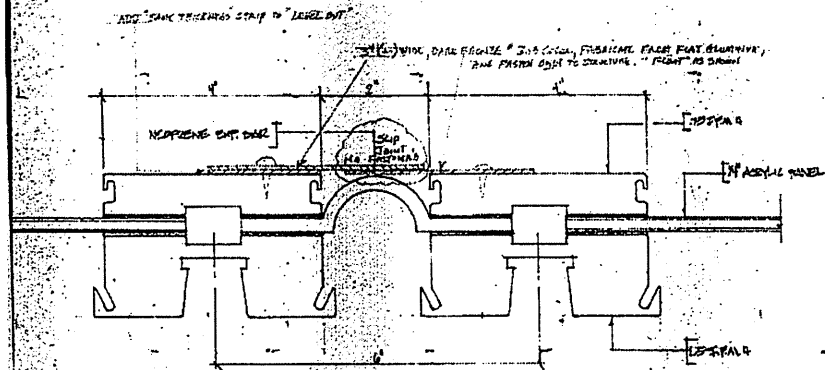
WILLIAM FAUST, ARCHITECT



DITTDOME DETAILS



SECTION I See Details on page (7th ed.) 141
A-II Signs & Report on S.

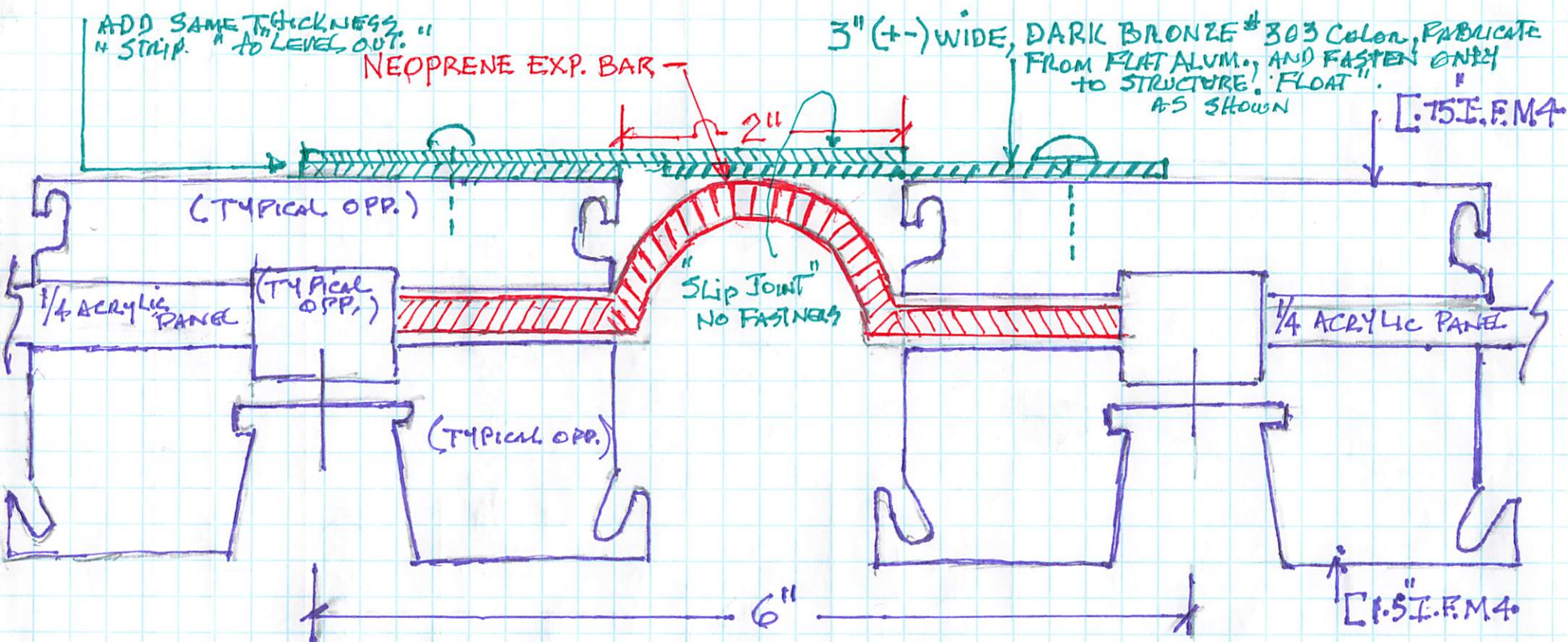


SECTION 0 EXPANSION JUNT 2(2) Locations Only. (1)

→ 2ND ALTERNATE 1: PERIODS ALUMINUMS Slip Joints WITH CRACKS IN THE TUBES IN PLACES OF STRESS AT STRESS POINTS. ALSO CRACKS PLANE IN THE WELD JOINT CORNER. NOTE: THE CRACKS ARE POINT TO THE DISCONTINUITY OF THE JOINTS IN THE END JOINTS IN PARTICULAR AS IS, AND WILL NOT BE DISREGARD.

[illegible]

PAGE A-IV



SECTION @ EXPANSION JOINT @ TWO (2) LOCATIONS ONLY 1:1

BID ALTERNATE #1:

PROVIDE ALUMINUM SLIP JOINTS @ THE EXTERIOR OF THE TWO (2) EXPANSION JOINTS AS SHOWN ON SHEET A-I "GRID PLAN @ NEW WALKWAY COVER."

DITTDOME DETAILS II

NOTE: THE EXPANSION JOINT @ THE CONNECTION OF THE WALKWAY TO THE BUILDING TO REMAIN "AS-IS," AND WILL NOT BE DISTURBED.

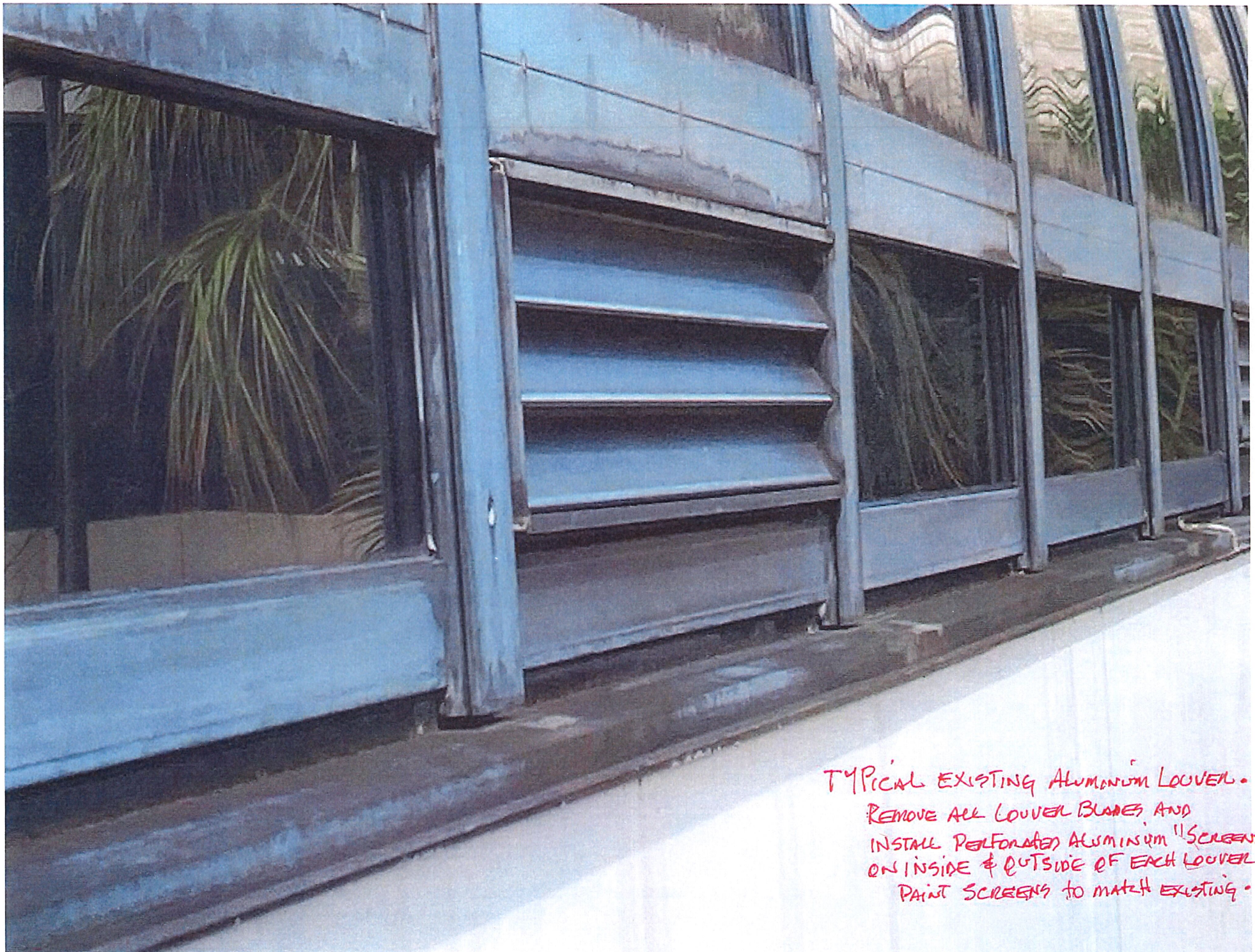
[illegible]

Basis of Design for "Ventilation Screens"

The basis of design for the perforated, mill finished aluminum is McNichols Co. Please refer to the pages from McNichols master catalog # MC21R2. Shop paint after fabrication to match adjacent material color. Re-install the modified louvers.

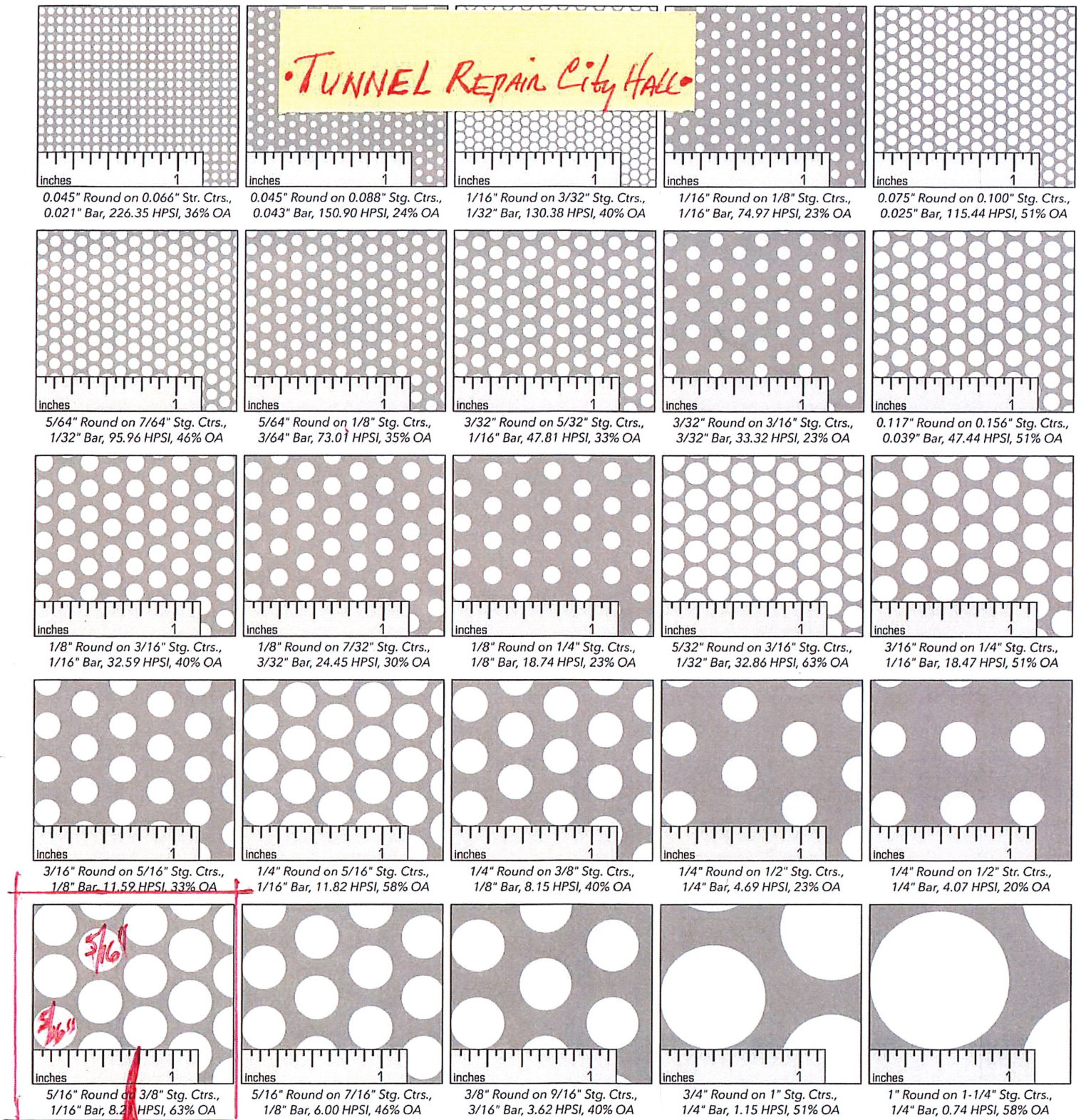
McNichols Co.
9401 Corporate Lake Drive
Tampa, Florida 33630
1-800-237-3820

Remainder of this page left intentionally blank]



TYPICAL EXISTING ALUMINUM LOUVER •
 REMOVE ALL LOUVER BLADES AND
 INSTALL PERFORATED ALUMINUM "SCREENS"
 ON INSIDE & OUTSIDE OF EACH LOUVER.
 PAINT SCREENS TO MATCH EXISTING •

Round Hole Patterns to Scale shown below is a sampling of our items shown to scale. More McNICHOLS® Perforated Metal diameters to scale are available at mcnichols.com.



Minimum Hole Size & Bar Width Guidelines When perforating Aluminum and Carbon Steel, the hole diameter should not be less than the gauge/thickness of the material. As these measurements approach a one-to-one ratio, tool failure is more likely and precautions are required. For Stainless Steel and higher strength materials, specifying at least one gauge thinner than the hole diameter is ideal. This guideline also applies to bar width/bar size (the solid material between perforations). Bar width should be greater than the material's gauge to protect quality. As these two attributes approach a one-to-one ratio, more punches are required, which sharply increases the press tonnage needed to perforate the material.

BASIS OF DESIGN FOR "SCREENS" a) INSIDE & OUTSIDE OF EACH LOUVER - FABRICATE FROM MILL FINISH ALUM. SHOP PAINT TO MATCH SURROUNDING MATERIAL MS #1



TUNNEL REPAIR - City Hall

Perforated Metal

McNICHOLS has the largest selection of Perforated Metal in North America, available in a variety of hole shapes, sizes, gauges and material types. A popular choice among designers and architects, Perforated Metal is used for its versatility, high strength-to-weight ratio and aesthetic appeal. Product openings permit the passage of light, air, sound and liquid, and the product is lightweight and easy to fabricate and form. McNICHOLS is ready to cut your Perforated Metal to size quickly and accurately!

COMMON APPLICATIONS

Acoustical Surfaces	Filtration	Infill Panels
Baskets	Furniture	Security Screens
Enclosures	Guards	Sign Panels
Facades	Lighting	Sound Absorption

*RANDOM SHEARING IN AN EFFORT
TO "OFFSET" HOLES ON INSIDE & OUTSIDE
FACES @ EACH LOUVER.*

2 | PERFORATED METAL

PRODUCT LINE TERMINOLOGY

Bar Width - Also referred to as Bar Size, the measurement of the material between the outer edge of one hole to the outer edge of the nearest adjacent hole in a Perforated Metal sheet or plate.

Camber - The maximum deviation of a side edge of a sheet when compared to a straight line. This measurement is taken by placing a straight edge on the concave side of a sheet and measuring the greatest distance between the sheet edge and the straight edge.

Hole Arrangement - Rows of perforations are arranged in 45° or 60° staggered centers or in straight rows for Round Hole Perforated Metal. Square Hole Perforated is available in staggered or straight centers while our Hexagonal Hole type is stocked in a staggered arrangement. Additional arrangements are available for our Slotted Hole type.

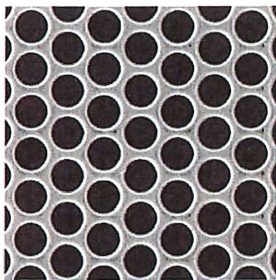
Hole Centers - The distance from the center of one hole to the center of the nearest adjacent hole in the next adjoining row.

Margins - The blank (unperforated) area along the edges of a sheet or plate. Most stock items have minimum margins along the length and no margins along the width (holes are sheared through).

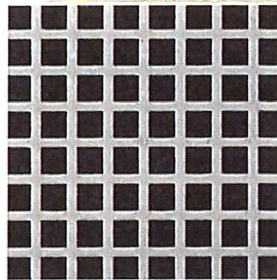
Random Shearing - The process of cutting sheets to size without regard to the position of the holes. This type of cut may result in an incomplete pattern among cut pieces.

Mc #2.

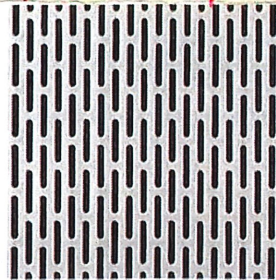
HOLE TYPES *x 5/16" TUNNEL REPAIR - City Hm.*



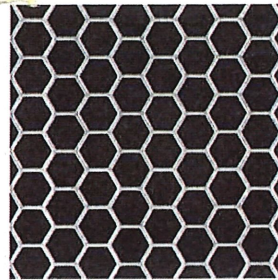
Round



Square



Slotted



Hexagonal



Designer

MATERIALS

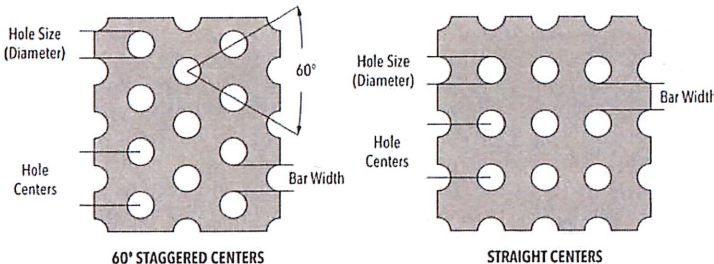
Select from the following primary material types:

Aluminum Galvanized Steel Plastic
Carbon Steel Stainless Steel

Inventory is typically mill finish unless otherwise specified.

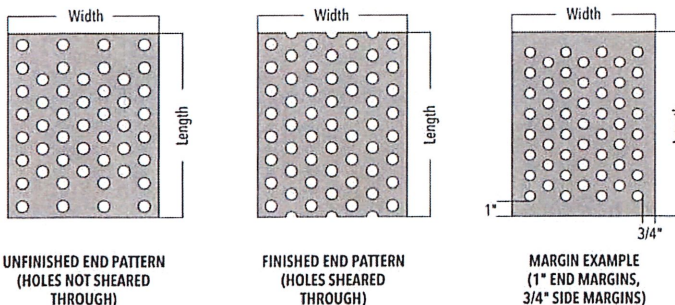
HOLE PATTERN

Identify hole size, hole type (shape), hole center (spacing) and hole arrangement (staggered centers or straight centers - e.g. 1/8" Round on 3/16" Staggered Centers) or Designer Perforated name and pattern number (e.g. WINDSOR 1845).



MARGINS & END PATTERNS

Most Perforated Metal hole types have margins (blank or unperforated areas of material along the edges of the sheet). For Round Hole stock sheets, the standard is minimum margins along the length and no margins along the width—holes are sheared through sheet ends as they are produced.



OPEN AREA & HOLES PER SQUARE INCH

The percentage of open area and the number of holes per square inch (HPSI) are often important application considerations. For example, in a filtration application, open area and HPSI are needed to understand liquid flow rates (volume of liquid allowed to pass through holes in the material within a given period of time). Common Round Hole formulas include:

60° Staggered Centers	
Open Area	HPSI
$\frac{D^2 \times 90.69}{C^2} = \%$	$\frac{\% \text{ Open Area}}{78.54 \times D^2} = \text{HPSI}$
Straight Centers	
Open Area	HPSI
$\frac{D^2 \times 78.54}{C^2} = \%$	$\frac{\% \text{ Open Area}}{78.54 \times D^2} = \text{HPSI}$
D - Diameter	C - Hole Centers

VALUE-ADDED SERVICES

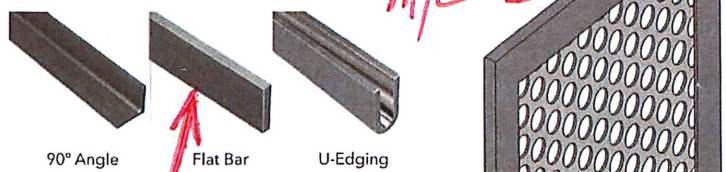
McNICHOLS can cut your Perforated Metal selection to size in house! We regularly shear material in a variety of shapes and cut sizes both timely and accurately. Railing inserts and other types of Infill Panels are also our specialty! Learn more on page 8 and 29.

ACCESSORIES

We have several framing options to choose from including Angle, Flat Bar and U-Edging (a U-shaped metal strip welded to the edges of Perforated Metal cut pieces).

McNICHOLS® Perforated Metal shown framed with U-Edging and corners treated with a standard miter joint.

FRAMING OPTIONS



FLAT BAR @ ALL SIDES OF PERFORATED ALUMINUM "SCREENS"

SECTION 4 – STANDARD PURCHASING DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on 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 Responsive and Responsible Bidder** means the Bidder submitting lowest responsive and responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow 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 (Bidder)** is a bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Bidder)** is a bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a 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 Bidder. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

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. When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders shall acknowledge all addenda by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. All Addenda shall be posted by the CITY on www.demandstar.com and City of Port Orange website, www.port-orange.org/bids.aspx

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

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Bidder affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this response is in all respects fair, and without collusion or fraud. Additionally, Bidder agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for

the Bidder. In submitting a Response to the City of Port Orange, the Bidder offers and agrees that if the Response is accepted, the Bidder shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

A Florida corporation or partnership is required to provide evidence with its response that the Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful bidder, 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 Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful bidder, 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 recommendation of the requesting department's evaluation 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 Bidders; to reject any and all sealed bid 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 and Responsive 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, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

10. **BID RETURNS**

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

11. **BID PROTEST**

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

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition. 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.
- b. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Bidders 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 Bidder 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 Bidder'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 Bidder'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 Bidders are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

Upon notice of intent to award contract resulting from this solicitation, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as 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 days advance notice for any anticipated changes to 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 and or services, 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/her expense.

18. CONDUCT OF BIDDERS

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the City Council members, or City staff at any time during the course of the solicitation process. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder. The solicitation process shall end upon issuance of the written Notice of Intended Action containing the recommendation of award to the Bidder. 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 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 Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

20. CONFLICT OF INTEREST

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

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 Bidder. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Contractor. Any price escalations are limited to those stated by the Contractor 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) shall require City 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

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

27. COST INCURRED BY BIDDER

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

28. DAMAGE

The Contractor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

29. DEFAULT PROVISIONS

In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and hold the Contractor 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 Bidder for a period of 36 months from the date of default.

30. DELIVERY OF GOODS/SERVICES

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

31. 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.

32. DISCLOSURE OF CONFLICTS

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

The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

33. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any Bidder's name from the list of qualified Bidders. Normally the removal of a Bidder from the Bidder list is done after nonresponse from that Bidder for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/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 Bidder from submitting multiple Responses for different products or services.

34. EXCEPTIONS TO SPECIFICATIONS

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

35. E-VERIFY

Bidders shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired on or after January 1, 2022 by the Bidder and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Bidders shall complete Form 7.11 E-Verify Affidavit and include it in the returned Response package. Failure to include the affidavit may result in rejection of the Response.

36. FACILITIES

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

37. FAILURE TO RESPOND

If the Bidder elects not to bid, please return the enclosed "No Submittal Response 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 "No Submittal Response Form", three (3) times, shall result in the Bidder's name being removed from the City's mailing list.

38. FINANCIAL STABILITY

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

39. 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.

40. 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.

41. GOVERNING LAW

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

287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$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.

42. 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 Contractor/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.

43. HIPAA COMPLIANCE

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

44. IDENTICAL TIE BIDS

The City may award a solicitation to multiple bidders, and the need for a "tiebreaker" would therefore not be necessary. However, for award to one bidder, in the event of a tie between two or more bidders, the award shall be made to the bidder who meets one of the below criteria in the sequence provided when all other factors are equal. For example: two bidders are tied and both are in compliance with #1 below (Drug-Free workplace pursuant to F.S. 287.087). If only one of the tied bidders is a Certified service-disabled veteran, then the award would go to the Certified service-disabled veteran. If both tied bidders are Certified service-disabled veterans, then #3 is used as tiebreaker per 2-275 of the City's Code of Ordinances. If both tied bidders are the same level of Local business per 2-275, the award will go to the bidder that meets #4 below.

- (1) Drug-free workplace pursuant to F.S. 287.087
- (2) Certified service-disabled veteran
- (3) Local business as defined in Section 2-275 of the City's Code of Ordinances
- (4) The bidder with the lowest volume of work on City projects within the last five (5) years. If all conditions are equal, the Purchasing Division will draw lots or flip a coin. At least three (3) individuals must witness this process and document in writing the witnesses' and the facilitator's names and addresses.

45. INDEMNIFICATION/HOLD HARMLESS

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by

Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

46. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself/herself or his/her employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred as arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's employees performed in connection with the Contract.

47. INSPECTIONS AND TESTING

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

48. INSURANCE CANCELLATION

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

49. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work

under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

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

[Remainder of this page left intentionally blank]

Standard Insurance Requirements

	Insurance	Standards	Additional Requirements
REQUIRED	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
REQUIRED	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
REQUIRED	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
REQUIRED	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

[Remainder of this page left intentionally blank]

50. 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 Contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. If the awarded firm would like to receive payment via ACH, this can be accomplished after the contract is fully executed.

51. IRREVOCABILITY OF RESPONSES

Each Bidder 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 Bidder.

52. 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.

53. LEGAL REQUIREMENTS

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

54. LICENSES, PERMITS AND TAXES

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

55. LITERATURE (if applicable):

If no brand, model or make is specified, Bidders shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services Bidder proposes to furnish.

56. 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.

57. **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.

58. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with the Bidder, unless

otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

59. **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.

60. **NON-EXCLUSIVITY OF CONTRACT**

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

61. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

62. **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.

63. **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.

64. **OTHER AGENCIES**

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

65. **PATENTS/COPYRIGHTS**

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

66. **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 Bidders attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

67. 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 Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

68. 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.

69. PRICING

The Bidder 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 Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting Bids/Proposals based on a Lump Sum basis, Bidders shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

70. 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.

71. 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 Bidder to submit in order to prequalify

for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

72. PROTECTION

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

73. PUBLIC ENTITY CRIMES

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

74. 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.

75. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their 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 Bidder, or where a Bidder answers questions. In other words, neither Bidders, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

76. PURCHASE ORDER AND DELIVERY

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

77. 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.

78. RECORDS/AUDIT

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

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

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

79. RECYCLED MATERIALS

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

80. 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.)

81. REQUEST FOR ADDITIONAL INFORMATION

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

82. 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.

83. 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.

84. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

85. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

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

87. 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.

88. 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.

89. 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.

90. SIGNED RESPONSE CONSIDERED AN OFFER

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

91. 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.

92. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 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 late responses will be returned to the Bidder and will not be unopened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

93. STATE LICENSING REQUIREMENTS

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

94. SUBCONTRACTING

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

95. SUPPLEMENTAL MATERIALS

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

96. 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.

97. TERM CONTRACTS

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

98. TERMINATION CONVENIENCE – NOTICE

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

99. TERMINATION - NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Bidder notice of thirty days prior to the date of cancellation of the

contract. The Bidder 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.

100. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Contractor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

101. 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.

102. USE OF SOLICITATION FORMS

The Bidder shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Bidder's Acknowledgement Form contained in each Solicitation.

103. VARIANCES

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

104. BIDDER'S PRODUCT OR SERVICES

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

- a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.

- c. In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

105. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Bidders, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The City Council shall grant the City Manager 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)

106. WARRANTIES

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

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM:

One hundred and fifty (150) days from notice to proceed for substantial completion and an additional thirty (30) days for final completion, not to exceed a total of one hundred and eighty (180) for the term of the contract.

AWARD RECOMMENDATION:

It is the intent of the City to award a contract to the lowest responsive and responsible Bidder on Bidder's Total Base Bid as outlined in Section 3 Specifications and (Attachment 1) ITB Schedule of Unit Pricing. Alternate work will be assigned to the awarded bidder based on priority and funds availability.

TIME-LINE:

- A. Notice of Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by the using department.
- C. Start Date and Time: TBD by the using department.

ELIGIBILITY OF BIDDER:

To be eligible to respond to this ITB, the Bidders must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

LICENSES AND PERMITS:

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

REPAIR PERMIT

Any glass and glazing Contractor must obtain a "repair permit" from the City of Port Orange Building Department. Cost(s) for the "repair permit" are to be included in the Contractor's base bid.

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 total amount bid shall be submitted with each bid. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

PAYMENT & PERFORMANCE BONDS

The Bidder must be able to obtain both payment and performance bonds from a surety company licensed in Florida and **must submit proof of their present bonding capacity with their bid submittal package** in the form of a current letter from bidder's bonding agent. Bidder's bonding capacity must be equal to or greater than 100% of the total amount bid. Bidders who do not include their present bonding capacity letter in the submittal may be deemed non-responsive. 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.

WORKING HOURS

Working hours are 7:00 am to 5:00 pm Monday – Friday. Work that will occur over the roadway at City

Center Circle, will need to be scheduled on weekends. The Contractor must notify City staff a minimum of two days prior to performing any work over the roadway on weekends or holidays.

MAINTENANCE OF TRAFFIC

The City will provide maintenance of traffic (M.O.T.) for the road closure at City Center Circle. The City anticipates diverting traffic from the tunnel area to and around the library. For work that is scheduled to occur at / near the entrance to the first floor of City Hall (at the area of the tunnel), the City will provide temporary "orange fencing" to direct the public into the entrance doors at the first floor.

WIRING REMOVAL

The City will remove all the wiring that is currently installed in the general area of the ridge cap vents, prior to starting the reglazing of the tunnel. The City will re-install new wiring in a conduit system that will be mounted on the cast-in-place tunnel walls upon completion of the reglazing work. The electrical work will be accomplished by the City's electrical contractor under a separate permit.

SAFETY:

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

SITE CLEANLINESS AND DEBRIS REMOVAL

The Contractor is responsible for keeping the work site clean and free from trash and debris must be removed from the jobsite by the Contractor on a daily basis. The Contractor is responsible to dispose of debris at a licensed landfill. The Contractor must use a franchised roll off dumpster vendor approved by the City of Port Orange.

REPAIR OF DAMAGES:

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

RESTROOM ACCESS

The Contractor and its employees may use the City Hall public restroom located on the first and second floor for the duration of the contract.

PARKING

The City will provide a parking area next to the entrance of the tunnel, at the upper level of the parking lot for the Contractor's storage unit.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Bidder’s Acknowledgement Form
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Anti-Collusion Form
- _____ Form 7.7– Statement of Bidder’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Form 7.10 – E-Verify Affidavit
- _____ Form 7.11 - Debarment, Suspension and Other Responsibility Matters
- _____ Form 7.12 – No Submittal Response Form (Only required if not submitting a bid)
- _____ Attachment 1 – Schedule of Unit Pricing
- _____ Original Recorded Bid Bond
- _____ Current Bonding Capacity Letter (as outlined in Section 6)
- _____ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- _____ 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 – BIDDER’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the 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 Bidder / Contractor as its act and deed and that the Bidder / Contractor is ready, willing and able to perform if awarded the contract.

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for 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 Bidders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

_____, as _____ of

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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

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

Before me, the undersigned Authority, personally appeared affiant _____, 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 BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDER 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: _____

F.E.I.N. NUMBER: _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: _____
- H. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- I. Have you ever defaulted on a contract? If so, where and why? _____
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: _____
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ _____
- O. Give bank name, contact name and phone number: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES NO ☐ ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder'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 _____ 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 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. 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 City 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 goods or services 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.**

	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 7.9 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

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

BUSINESS NAME: _____ CONTACT PERSON/TITLE: _____ MAILING ADDRESS: _____

CITY-STATE-ZIP: _____ Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters and/or ☐ Principal Place of Business**And within Legal Boundaries:** ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

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

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 and/or principal place of business 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

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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ 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 7.10 CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned, hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2022 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – FEIN)

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 20____, by _____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

FORM 7.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)

1.The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2.Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Organization Name	_____ Bid Number or Project Name
_____ Name(s) and Title(s) of Authorized Representatives	_____ Signature
	_____ Date

This document must be completed and returned with your Submittal

FORM 7.12 NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

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

purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: _____

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Please check reason for a "no response".

___ Specifications "too tight" or geared toward one brand or manufacturer (please explain below)

___ Insufficient time to respond

___ Specifications unclear (please explain below)

___ We do not offer this product/service or an equivalent

___ Our product schedule does not permit us to perform within stated timeline for the project

___ Unable to meet specifications

___ Unable to meet bond requirements

___ Unable to hold prices firm throughout the term of the contract period

___ Unable to meet insurance requirements

___ Other: _____

Print Name: _____

Signature: _____

Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

**(ATTACHMENT 1) ITB SCHEDULE OF UNIT PRICING****BID FORM****CITY OF PORT ORANGE****ITB #22-06****REMOVE AND REPLACE ACRYLIC PANELS AT CITY CENTER WALKWAY TUNNEL****Completed (Attachment 1) ITB Schedule of Unit Pricing 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.

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

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL BASE BID
1	Removal and replacement of acrylic panels and gaskets of walkway tunnel at City Center per Section 3 Specifications.	1	LS	\$
ITEM #	DESCRIPTION	QTY	UNIT	PRICE FOR ALTERNATE 1
2	Alternate 1 - Provide and install aluminum slip joints at the exterior of two expansion joints per Section 3 Specifications.	1	LS	\$
	Bidder shall warranty all materials and labor for a period of:		TIME	
	Bidder shall warranty all workmanship for a period of:		TIME	

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:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

City Manager

Phone Number: _____

(386) 506-5501

Amount: \$ _____ **City Case:** ITB 22-06 Remove and Replace Acrylic Panels at City Center Walkway Tunnel

Description of Work: ITB 22-06 Remove and Replace Acrylic Panels at City Center Walkway Tunnel

Project Location: City of Port Orange City Center Walkway, 1000 City Center Circle Port Orange, Volusia County, Florida 32129.

Legal Description: Portions of Parcel ID #: 6308-00-06-0010.
See Attached **Exhibit "A"**

Front Page

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

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

Full Parcel ID:
08-16-33-00-06-0010

Short Parcel ID:
6308-00-06-0010

Legal Description:
A portion of the Parcel ID listed above.

EXHIBIT "A"

ITB 22-06 Remove and Replace Acrylic Panels at City Center Circle Walkway Tunnel

Bond No. _____

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

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

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND /100 DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2022.

Attest:

(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.

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.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this _____ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to the removal and replacement of acrylic panels at the City Center walkway tunnel, located at 1000 City Center Circle, and as more specifically described in Intent to Bid 22-06 ("ITB 22-06"). This Contract together with ITB 22-06, Specifications, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Specifications Section, and Addenda of ITB 22-06, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 22-06 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed executed by the City and shall be substantially complete within One Hundred Fifty (150) days and final completion Thirty (30) days thereafter ("Term").

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed _____/100 Dollars (\$_____). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

4. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

6. Termination for Convenience of the City

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

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

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

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

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

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

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

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

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

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

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

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

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

20. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

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

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

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

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: _____
Attention: _____, President

()----- Telephone
()----- Facsimile
_____-@----- E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,

from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: _____

By: _____

_____, President

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

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by _____, as President of _____, a _____ corporation. He/She is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____ as identification.

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



End of Solicitation Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2022

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  SHERRILL SCHULTZ INSURANCE AGENCY 4554 CLYDE MORRI BLVD STE 3 PORT ORANGE FL 32129	CONTACT NAME: LAURA EVERSOLE PHONE (A/C, No, Ext): 386-675-6355 E-MAIL ADDRESS: laura.eversole.nqgz@statefarm.com FAX (A/C, No): 386-675-6559
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED A G PIFER CONSTRUCTION CO INC 3629 OLD DELAND RD DAYTONA BEACH FL 32124	NAIC # 25178

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		J87 1137 B22 59	08/22/2021	08/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2005 GMC BOX TRUCK 1GDJG31V651907635, 2017 RAM 2500 3C6UR5MJ4HG782132, 2019 CHEVROLET C1500 3GCNWAHXXG243337
2014 CHEVROLET C1500 1GCRCPHEXZ132594, 2007 CHEVROLET K3500 1GCHK33687F510733

City of Port Orange is included as additional insured with respect to Auto Liability where required by written consent

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Eversole



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2022

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 Apex Insurance Resources LLC 777 Deltona Blvd Suite 28 Deltona FL 32725	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 386-218-2005 E-MAIL ADDRESS: info@apexinsuranceresources.com	FAX (A/C, No): 800-620-8849
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : American Interstate Insurance Company		31895
INSURER B : The Ohio Casualty Insurance Company		24074
INSURER C : Security National Insurance		19879
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 996287428**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	SES1799609-00	8/22/2021	8/22/2022	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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	EXS179572800	8/22/2021	8/22/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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	Y	AVWCFL2918922021	8/22/2021	8/22/2022	☒ 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
B B	Installation Floater Equipment Floater			BMO63652698 BMO63652698	8/22/2021 8/22/2021	8/22/2022 8/22/2022	Limit of Ins Per Item 1,000 200,000 3,000

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

General Liability includes Ongoing and Completed Operations, Blanket Primary & Noncontributory coverage, Per Project Aggregate, Additional Insured Forms CG20100413 and CG20370413 as required by written contract. General Liability and Workers Compensation include Blanket Waiver of Subrogation as required by written contract. All forms are attached. Excess Liability is follow form. City of Port Orange is included as Additional Insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Premium: **1.50%**
3. Minimum Premium: **\$250.00**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/22/2021
Insured
AG Pifer Construction Co Inc

Policy No. AVWCFL2918922021 Endorsement No.
Premium

Insurance Company
AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations where required by written contract with the Named Insured	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or

"Property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations where required by written contract with the Named Insured. This form does not apply to your work on new condominiums, townhomes and tract homes.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to

provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
All persons or organizations where required by written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule
Subject to an Overall Policy Aggregate Limit: \$5,000,000

(Information required to complete this Schedule, if not shown above, will be shown in Declarations.)

A. Paragraphs **2.** and **3.** of **SECTION III – LIMITS OF INSURANCE** are replaced by the following:

- 2.** The Overall Policy Aggregate Limit is the most we will pay for the sum of
 - a.** Medical expenses under Coverage **C**;
 - b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c.** Damages under Coverage **B**.
- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" to each of your projects away from premises owned by or rented to you.

B. The following is added to **SECTION III – LIMITS OF INSURANCE**:

- 8.** Subject to Paragraph **2.** and **3.** above, the General Aggregate Limit is the most we will pay under for the sum Coverage **A**, Coverage **B**, or Coverage **C** to each of your projects away from premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED RESIDENTIAL CONSTRUCTION – CONDOMINIUM, TOWNHOUSE, ROW HOUSE OR TRACT HOMES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** The following Exclusion is added to **SECTION I – COVERAGES**, paragraph 2. **Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Condominium, Townhouse, Row House or Tract Home Construction Projects

Any "bodily injury," "property damage," or "personal and advertising injury" which, in whole or in part, directly or indirectly, arises out of or is related to any past, present, continuing or future "condominium project," "townhouse project," "row house project" or "tract home project" performed by or on behalf of you, or by or on behalf of any other person or entity. We have no duty to investigate, adjust or defend, or to pay any investigation, adjustment or defense costs, including attorney's fees, with respect to a claim or "suit" seeking damages for such injury or damage.

This exclusion does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to:

- a.** "Repair or remodeling work" performed by or on behalf of you on a single unit of "residential property" (such as one home, one condominium unit or other singular dwelling unit) provided that the unit is certified for occupancy prior to the commencement of the repair or remodel work and pursuant to a contract between you and the individual owner(s) of that single unit of "residential property"; or
- b.** Maintenance, service, or non-structural repairs to common areas of a completed and occupied "condominium project," "townhouse project," "row house project" or "tract home project."

- B.** The following are added to **SECTION V – DEFINITIONS:**

"Condominium project" means:

A housing development in which individual units are located within one or more buildings or structures containing multiple units, with each individual unit being owned separately and with other parts or portions of the overall development, including buildings, structures, land and other such common elements being owned in common by all owners of the separate individual units, either with or without the establishment of a corporate entity or unincorporated association to oversee and manage the common elements.

"Location" means:

Premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

"Mixed use structures" means:

Structures intended for use or used both as a "Residential property" and for one or more other purposes

"Repair or remodeling work" means

Work or operations limited to the maintenance, repair, renovation, restoration, improvement, betterment, alteration, modification or the addition to or extension of an existing structure, including partial demolition of that structure if required for such maintenance, repair, renovation, restoration, improvement, betterment, alteration or modification.

"Residential property" means:

1. Structures intended for use or used, in whole or in part, as human dwellings, including but not limited to condominiums, town homes, townhouses, villas, co-operative housing, master-planned housing, tract homes, mass-produced single family homes, custom-built single family-homes, and "mixed use structures;" and includes structures initially intended for another kind of use, but subsequently converted by anyone for use, in whole or in part, as a human dwelling.
2. "Residential property" does not include apartments, student housing, dormitories, assisted living facilities, hotels or military housing.

"Row house project" means:

A series of five or more individual housing units sharing common sidewalls between them, without co-ownership of other parts or portions of any building, structure, or land in addition to the shared sidewalls between units.

"Townhouse project" means:

A development of two or more individual housing units connected to one another by one or more walls, with other parts or portions of the overall development, including buildings, structures, land and other such common elements being owned in common by all owners of the separate individual housing units, either with or without the establishment of a corporate entity or unincorporated association to oversee and manage the use and maintenance of common elements.

"Tract home project" means:

A development of fifteen (15) or more individual and freestanding houses which share common or similar design elements, floor plans, blueprints, and/or architectural details, and/or which are constructed at the same or consecutively, on the same parcel, adjacent parcels or parcels so located within one geographic area to be considered a single project.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B7c) Intent to Award ITB 22-09 Ridgewood Ave Watermain Improvements to General Underground, Inc.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve award of ITB 22-09 Ridgewood Avenue Watermain Improvements to General Underground, LLC in the amount of \$635,637.50; and authorize an allowance for unforeseen conditions (contingency) in an amount not to exceed \$50,000.00; and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The Public Works & Utilities Department is requesting the City Council award the construction contract to General Underground, Inc. in the amount of \$635,637.50 as the lowest, responsive bidder. In addition, the staff is requesting the City Council authorize an allowance for unforeseen conditions up to \$50,000.00 (Contingency).

The existing water distribution system located along Ridgewood Avenue from Farmbrook Road to Niver Street is undersized and nearing the end of its service life cycle. The water main flow rate capacities have been reduced due to internal pipe tuberculation due to age. This project will consist of replacing and upsizing approximately 2,800 LF of aging 2" galvanized pipe water distribution mains with 6" PVC mains, adding fire hydrants, and replacing all existing water services from the water main to the customers' water meter.

This project will increase the pipe size and add additional fire hydrants to provide adequate flow to the customers. Additional valves will also be installed to aid future system maintenance and repairs. The increased pipe size will increase carrying capacity along this section of Ridgewood and promote redevelopment of this area.

The project was bid in accordance with City policy and two bids were received:
General Underground, LLC \$635,637.50
GPS Civil Construction, Inc. \$1,336,085.00

Work on this project is on underground piping, under the sidewalk, in a state road that shares the utility easement with other utilities such as AT&T, gas, fiber, etc. There exists a great possibility of many unforeseen/unanticipated conflicts and conditions in this work area. Therefore, the staff is requesting City Council authorize an allowance for

unforeseen conditions up to \$50,000.00 (Contingency). All additional unforeseen work must be justified and approved in writing by the City Manager in accordance with the Code of Ordinances prior to authorization by the contractor. Any unused Contingency monies would revert to the appropriate fund balance.

General Underground, Inc. has performed work of a similar nature for the City in the past. They completed the project on schedule and within budget.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	COMPLETE EJCDC AGREEMENT - General Underground, LLC - ITB 22-09 US1 Watermain Improvements	COMPLETE EJCDC AGREEMENT - General Underground, LLC - ITB 22-09 US1 Watermain Improvements.pdf
2.	Department Justification Memo - ITB 22-09 - General Underground	Department Justification Memo - ITB 22-09 - General Underground (1).docx
3.	ITB #22-09 NOTICE OF INTENT TO AWARD	ITB #22-09 NOTICE OF INTENT TO AWARD.docx
4.	S Ridgewood WM Replacement Award Recommendation to City	S Ridgewood WM Replacement Award Recommendation to City.pdf
5.	ITB 22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements Addendum 1	ITB 22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements Addendum 1.pdf
6.	ITB 22-09 Bid Tabulation	ITB 22-09 Bid Tabulation.xlsx
7.	ITB 22-09 Attachment A Bid Set - Specifications	ITB 22-09 Attachment A Bid Set - Specifications.pdf
8.	ITB 22-09 Attachment B Bid Set - Drawings	ITB 22-09 Attachment B Bid Set - Drawings.pdf
9.	ITB 22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements FINAL 3.7.22.xlsx (1) - Copy	ITB 22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements FINAL 3.7.22.xlsx (1) - Copy.pdf
10.	City of Port Orange COI -GL & Auto 22-23	City of Port Orange COI -GL & Auto 22-23.pdf
11.	COI - WC - City of Port Orange	COI - WC - City of Port Orange.pdf
12.	General Underground, LLC - ITB #22-06 Leased Employee Afd	General Underground, LLC - ITB #22-06 Leased Employee Afd.pdf
13.	General Underground, LLC - ITB #22-06 Workers' Compensation Afd	General Underground, LLC - ITB #22-06 Workers' Compensation Afd.pdf
14.	General Underground, LLC Submittal	General Underground, LLC Submittal.pdf

Kelly Klausky
Julia Wiggins
Richard Colby
Junos Reed

Created/Initiated - 4/29/2022
Approved - 5/2/2022
Approved - 5/2/2022
Approved - 5/2/2022

Steve Parnell	Approved - 5/2/2022
Lynn Stevens	Approved - 5/5/2022
John McKinney	Approved - 5/10/2022
Robin Burris	Approved - 5/16/2022
John McKinney	Approved - 5/18/2022
Matthew Jones	Approved - 5/19/2022
Wayne Clark	Approved - 5/26/2022
Robin Fenwick	Final Approval - 5/26/2022

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129**

THIS AGREEMENT is by and between _____ (“Owner”) and
General Underground, LLC, 186 South Euclid Avenue, Lake Helen, Florida 32724 (“Contractor”).
The Effective Date of this Agreement shall be _____ (If no date is specified then the
Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

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

Watermain improvements between Niver Street and Farmbrook Road on Ridgewood Avenue (US1), which shall include replacement of approximately 3,400 linear feet (“LF”) of 2” galvanized pipe or cast iron pipe and all associated fittings, valves, and fire hydrants with 6’ polyvinyl chloride (“PVC”) piping.

ARTICLE 2 – THE PROJECT

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

ITB 22-09 Ridgewood Avenue and Farmbrook Road Watermain Improvements

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the Project Engineer, Andrew Giannini, P.E. (“Engineer”), and shall act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 335 days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 365 days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 63 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$0.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

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

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

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

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>

See Attachments

Total of all Bid Prices (Unit Price Work) \$635,637.50

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

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

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.

- B. Owner shall withhold Five percent (5%) of each progress payment as retainage.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:

- A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor’s receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Combination Payment and Performance Bond (pages 1 to 3, inclusive).
 - 3. General Conditions (pages 1 to 69, inclusive).
 - 4. Supplementary Conditions (pages 1 to 7, inclusive).
 - 5. Technical Specifications as listed in ITB 22-09 Ridgewood Avenue and Farmbrook Road Watermain Improvements, as identified in “Attachment A ITB 22-09 Bid Set -Specifications (pages 1 to 240, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
 - 6. Bid Plans as listed in ITB 22-09 Ridgewood Avenue and Farmbrook Road Watermain Improvements, as identified in “Attachment B – ITB 22-09 Bid Set Drawings” (pages 1 to 18, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
 - 7. Addendum No. 1 (pages 1 to 8, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor’s Bid Schedule of Unit Prices (page 1, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
 - 1. Affidavit Regarding Workers’ Compensation (page 1, inclusive).
 - 2. Leased Employee Affidavit Exhibit (page 1, inclusive).
 - c. Exhibit No. 2 Contractor’s Proposal (pages 1 to 52, inclusive).
 - d. Composite Exhibit No. 3 City’s Invitation to Bid Request No. 22-09 (pages 1 to 150, not attached, on file with City Clerk).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

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

10.07 *No Intended Third-Party Beneficiaries*

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

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

CITY OF PORT ORANGE

Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, MMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

General Underground, LLC
Contractor

By: Chris Brown

Title: Manager

Date: _____

Attest: _____

Title: _____

Address for giving notices:

186 South Euclid Avenue

Lake Helen, Florida 32744

Telephone: (352) 493-7782

E-Mail: chrisbrown@generalunderground.com

License No.: CGC1518531

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: General Underground, LLC
Principal Business Address: 186 S. Euclid Avenue
Lake Helen, Florida 32744
Contact Person: Chris Brown, Manager
Phone Number: (352) 493-7782

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$635,637.50

**City Project Number: ITB 22-09 Ridgewood Avenue and Farmbrook Road
Watermain Improvements**

Description of Work: Ridgewood Avenue and Farmbrook Road Watermain Improvements

Project Location: Portions of Ridgewood Avenue Right-of-Ways from approximately Niver Street to Farmbrook Road Port Orange, Florida 32129

Legal Description: Portions of Ridgewood Avenue Right-of-Ways from approximately Niver Street to Farmbrook Road, within City of Port Orange, Volusia County, Florida for all public works identified in ITB 22-09

Front Page

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

General Underground, LLC

ITB 22-09 Ridgewood Avenue and Farmbrook Road Watermain Improvements

Bond No. _____

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

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

BY THIS BOND, We, General Underground, LLC, 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 **Six Hundred Thirty-Five Thousand Six Hundred Thirty-Seven AND 50/100 DOLLARS (\$635,637.50)**, 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 EJCDC Contract, having an effective date of _____, entered into by and between the Principal and the City, for Ridgewood Avenue and Farmbrook Road Watermain Improvements, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2022.

Attest:

General Underground, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Chris Brown, Manager

(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.

EJCDC - General Conditions

Consisting of 69 Pages

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845

Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents.....	6
2.03 Notice to Proceed; Starting the Work.....	6
2.04 Starting the Work.....	7
2.05 Before Starting Construction.....	7
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse.....	8
3.01 Intent	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	9
3.04 Amending and Supplementing Contract Documents	10
3.05 Reuse of Documents	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	11
4.01 Availability of Lands	11
4.02 Subsurface and Physical Conditions.....	11
4.03 Differing Subsurface or Physical Conditions	12
4.04 Underground Facilities	13
4.05 Reference Points.....	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers.....	16
5.03 Certificates of Insurance	17
5.04 Contractor’s Insurance.....	17
5.05 Owner’s Liability Insurance.....	19
5.06 Property Insurance	19
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds	21
5.09 Acceptance of Bonds and Insurance; Option to Replace	21

5.10	Partial Utilization, Acknowledgment of Property Insurer	22
Article 6 – Contractor’s Responsibilities		
6.01	Supervision and Superintendence	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	23
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”.....	23
6.06	Concerning Subcontractors, Suppliers, and Others	26
6.07	Patent Fees and Royalties.....	27
6.08	Permits	27
6.09	Laws and Regulations.....	28
6.10	Taxes	28
6.11	Use of Site and Other Areas.....	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples.....	30
6.18	Continuing the Work	32
6.19	Contractor’s General Warranty and Guarantee	32
6.20	Indemnification	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site.....		
7.01	Related Work at Site	34
7.02	Coordination	35
7.03	Legal Relationships.....	35
Article 8 – Owner’s Responsibilities		
8.01	Communications to Contractor	36
8.02	Replacement of Engineer	36
8.03	Furnish Data	36
8.04	Pay When Due.....	36
8.05	Lands and Easements; Reports and Tests	36
8.06	Insurance	36
8.07	Change Orders.....	36
8.08	Inspections, Tests, and Approvals	36
8.09	Limitations on Owner’s Responsibilities	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements	37
8.12	Compliance with Safety Program	37
Article 9 – Engineer’s Status During Construction		
9.01	Owner’s Representative.....	37
9.02	Visits to Site	37
9.03	Project Representative	38

9.04	Authorized Variations in Work.....	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments	38
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work.....	39
9.09	Limitations on Engineer’s Authority and Responsibilities	39
9.10	Compliance with Safety Program	40
Article 10 –	Changes in the Work; Claims.....	40
10.01	Authorized Changes in the Work.....	40
10.02	Unauthorized Changes in the Work.....	40
10.03	Execution of Change Orders	40
10.04	Notification to Surety.....	41
10.05	Claims	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work	42
11.01	Cost of the Work	42
11.02	Allowances	45
11.03	Unit Price Work	45
Article 12 –	Change of Contract Price; Change of Contract Times	46
12.01	Change of Contract Price.....	46
12.02	Change of Contract Times.....	47
12.03	Delays	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work	48
13.01	Notice of Defects	48
13.02	Access to Work	48
13.03	Tests and Inspections	48
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work	50
13.06	Correction or Removal of Defective Work.....	50
13.07	Correction Period	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work	51
Article 14 –	Payments to Contractor and Completion.....	52
14.01	Schedule of Values	52
14.02	Progress Payments	52
14.03	Contractor’s Warranty of Title.....	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization	56
14.06	Final Completion- Punchlist.....	56
14.07	Final Payment.....	57
14.08	Final Completion Delayed	58
14.09	Waiver of Claims	58

Article 15 – Suspension of Work and Termination	59
15.01 Owner May Suspend Work	59
15.02 Owner May Terminate for Cause	59
15.03 Owner May Terminate For Convenience.....	60
15.04 Contractor May Stop Work or Terminate	60
Article 16 – Dispute Resolution	61
16.01 Methods and Procedures.....	61
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	62
17.03 Cumulative Remedies.....	62
17.04 Survival of Obligations.....	62
17.05 Controlling Law	62
17.06 Headings	62

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer and Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer and/or Owner which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; (iii) achieve Final Completion; and (iv) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Punchlist* – The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.
37. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
50. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or

providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

53. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. is failing or has been damaged.

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request such as the specific additional insured endorsement included in the liability policy) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5 and/or the Supplementary Conditions.

2.02 *Copies of Documents*

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

2.03 *Notice to Proceed; Starting the Work*

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

2.04 N/A

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer and Owner for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, and identifying the Substantial Completion and Final Completion dates;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts / line-items in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer or Owner, and others as appropriate will be held to review for acceptability to Engineer or Owner as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted and approved by Engineer and Owner.
1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such

acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents (*e.g.*, answering Requests for Information) shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements and dimensions. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04 below.
3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting

from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. *N/A*
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions may identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstance relieve Contractor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after first becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition within 5 days. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03; and
 - c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A within 5 days after first becoming aware of such condition.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after first becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer within 5 days. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and

drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work or identified in a report listed in the Supplemental Conditions. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible or if such condition is caused by the negligence, recklessness, or intentional misconduct of Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing) within 5 days of first becoming aware of the condition. Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor cannot agree as to entitlement

to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. N/A
- H. N/A
- I. N/A

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. All bonds shall be in the form prescribed by the Contract Documents. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. *N/A*
- F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds for ongoing and completed operations, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 6.20 below and as otherwise set forth in the Contract;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for 10 years after Substantial Completion.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.

- C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.
- D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. *N/A*

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. *N/A*

E. *N/A*

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

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

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

B. *N/A*

C. *N/A*

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

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and, only if applicable, the cost thereof covered by an appropriate Change Order.

B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

5.09 *Acceptance Insurance; Option to Replace*

A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract

Documents, Owner shall notify Contractor in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

- B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. N/A

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
 - 3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor,

Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. *N/A*
- C. *N/A*

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. *N/A*

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show as-built conditions and changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. thoroughly reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements regarding payment or otherwise, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others;
 7. any correction of defective Work by Owner; or
 8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 *Indemnification*

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

personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
 - C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C or as otherwise provided in Florida Statute §218.735.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. N/A

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods,

techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to Engineer seeking clarification as to an aspect of the Contract Documents. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. *N/A*
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05 that are then resolved by the parties to the Agreement.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those otherwise waived pursuant to the Contract, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.
- B. *Notice:* Unless as otherwise set forth herein, written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with detailed, supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant take one of the following actions in writing:
 1. deny the Claim in whole or in part;
 2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. *N/A*
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.
- G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence, recklessness, or intentional misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items are estimates and solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price shall be guaranteed and will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1

and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall only be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, acts of God, acts

or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall only be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the

Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after 7 days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation

warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor (in a form approved by Owner) certifying that all previous progress payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.
- 6. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any undisputed amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion subject to the Certificate of Occupancy (or Completion).
- D. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the Punchlist.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Completion- Punchlist*

- A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is \$10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.

- B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.
- C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 *Final Payment*

A. Application for Payment:

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

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09 below. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer;
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or
 6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such

unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within 5 days of the notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon 5 days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. N/A; and
 - 4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority or (ii) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03. Contractor, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph. Contractor, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, or an overnight carrier (such as UPS or FedEx) to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state of Florida.

17.06 *Headings*

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

EJCDC - Supplemental Conditions

Consisting of 7 Pages

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

SC-4.02	Subsurface and Physical Conditions
SC-4.06	Hazardous Environmental Conditions
SC-5.04	Contractor's Liability Insurance
SC-5.06	Property Insurance
SC-6.06	Concerning Subcontractors, Suppliers, and Others
SC-12.01	Change of Contract Price
SC-17-07	Public Records Compliance
SC-17-08	Examination of Records
SC-17-09	Sovereign Immunity

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

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

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

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

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

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

- | | |
|---|----------------|
| a. General Aggregate | \$1,000,000.00 |
| b. Products - Completed Operations Aggregate | N/A |
| c. Personal and Advertising Injury | \$1,000,000.00 |
| d. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000.00 |
| e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable. | |
| f. Excess or Umbrella Liability | |
| ☒ General Aggregate | \$1,000,000.00 |
| ☒ Each Occurrence | \$500,000.00 |

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

SC-5.06 *Property Insurance*

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

-SC-6.06 *Concerning Subcontractors, Suppliers, and Others*

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

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

SC-12.01 *Change of Contract Price*

SC-12.01.C *Contractor's Fee.* Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be

no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-17-07 *Public Records Compliance*

SC-17-07 Add the following new paragraph immediately after Paragraph 17.06:

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

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

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

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

SC-17-08 *Examination of Records*

SC-17-08 Add the following new paragraph immediately after Paragraph 17.07:

A. *Examination of Records.*

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

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

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

SC-17-09 *Sovereign Immunity*

SC-17-09 Add the following new paragraph immediately after Paragraph 17.08:

A. *Sovereign Immunity.* The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the

City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

EJCDC

Attachment A ITB 22-09 - Bid Set Specifications

Not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager

Consisting of 240 Pages

EJCDC

Attachment B ITB 22-09 - Bid Set Drawings

Not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager

Consisting of 18 Pages

EJCDC
Addendum No. 1
Dated March 28, 2022
Consisting of 8 Pages



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

March 28, 2022

ITB #22-09 RIDGEWOOD AVE AND FARBROOK RD WATERMAIN IMPROVEMENTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the ITB for the above referenced project dated March 11, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a bid and acknowledge such in the Bidder's submitted ITB documents.

A. CHANGES TO SPECIFICATIONS:

- Attachment A Bid Set – Specifications, Administrative Requirements Part 1 General, Item # 1.06, page 25 reads: “The CONTRACTOR agrees that the work shall be started not later than the date indicated in the “Notice to Proceed” and shall substantially complete all work within **180 calendar days**, with final completion within **30 days** of substantial completion.”
Attachment A Bid Set – Specifications, Administrative Requirements Part 1 General, Item # 1.06, page 25 is hereby modified to read: “The CONTRACTOR agrees that the work shall be started not later than the date indicated in the “Notice to Proceed” and shall substantially complete all work within **335 calendar days**, with final completion within **30 days** of substantial completion.”
- Attachment A Bid Set – Specifications, Administrative Requirements Part 1 General, Item # 1.06 A., pages 25 – 26 is hereby removed as no liquidated damages will be imposed.

B. CLARIFICATIONS

Attached are the 2 permits for the project. The FDOT permit will be extended by the City. The permits for this project will be obtained by the City, not the Contractor.

C. QUESTIONS AND ANSWERS:

Question No. 1: What is the Engineer's Estimate on this Project?

Answer: \$750,000.00

Question No. 2: Are there liquidated damages?

Answer: No, please see Item A: CHANGES TO SPECIFICATIONS above.

Jen Cox, Purchasing Agent
jcox@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #22-09 RIDGEWOOD AVE AND FARBROOK RD WATERMAIN IMPROVEMENTS remains unchanged.

END OF ADDENDUM NO. #1

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the **Healthiest State** in the Nation

August 24, 2020

Notification of Acceptance of Use of a General Permit

Permittee:

City of Port Orange
Attn.: Junos Reed, P.E.
Engineering & Construction Mgr.
1395 Dunlawton Ave.
Port Orange, FL 32129
jureed@port-orange.org
andrew.giannini@meadhunt.com

Permit Number:

0128020-379-DSGP

Issue date:

August 24, 2020

Expiration Date:

August 23, 2025

County:

Volusia

Project Name:

City of Port Orange
Ridgewood Ave. Water Main
Improvements

Water Supplier:

City of Port Orange

PWS ID:

3641044

PWS Type:

Community

Dear Mr. Reed:

On July 26, 2020, the Volusia County Health Department (Department) received a "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" [DEP Form No. 62-555.900(7)], under the provisions of Rule 62-4.530 and Chapter 62-555, Florida Administrative Code (F.A.C.). The proposed project includes the construction of approximately 3,593 linear feet (LF) of 6-inch Fusible PVC water main, and 57 LF of 6-inch PVC water main and associated fittings, services, valves, and appurtenances, and 4 hydrants, to replace an undersized water main that is approaching the end of its service life. The new main will connecting to an existing 8-inch water main and an existing 6-inch water main. The project is along Ridgewood Ave., from approximately 700-ft south of Farmbrook St. to Niver St., Port Orange, Volusia County, Florida.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule 62-555.405, F.A.C., all applicable rules in Chapters 62-4, 62-550, 62-555, F.A.C., and the General Conditions for All General Drinking Water Permits (found in 62-4.540, F.A.C.).

The permittee shall comply with all sampling requirements specific to this project. These requirements are included for review and implementation.

Pursuant to Rule 62-555.345, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. 62-555.900(9)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Florida Department of Health in Volusia County

Environmental Health • Engineering
121 W. Rich Ave.
DeLand, FL 32720
PHONE: 386-624-0483 • FAX: 386-736-5433

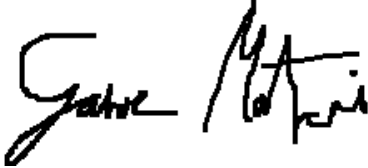


Accredited Health Department
Public Health Accreditation Board

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form [62- 555.900\(8\), F.A.C.](#), with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule [62-4.030, F.A.C.](#)

Sincerely,

A handwritten signature in black ink, appearing to read "Gabor Matrai". The signature is fluid and cursive, with the first name "Gabor" and last name "Matrai" clearly distinguishable.

Gabor T. Matrai, P.E.
Professional Engineer II
Volusia County Health Department

Instructions for Clearing Water Mains

To obtain a clearance from this office, upon completion of the project the following items must be submitted to the Department:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form [62-555.900\(9\)](#) “*Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation*” and a copy of this general permit notification.

2) Record Drawings, if deviations were made

Submission of the portion of record drawings showing deviations from the VCHD construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings).

3) Bacteriological Results

Copies of satisfactory bacteriological analyses (a.k.a. Water Main Clearance), taken within 60 days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules [62-555.315\(6\)](#), [62-555.330](#) and [62-555.340](#), F.A.C. and American Water Works Association (AWWA) Standard C 651-92 as follows:

- The proposed main at all points of connection to the existing main;
- At all terminal ends of the proposed water mains;
- On straight run of pipes between two isolation valves. The maximum interval between two sampling locations shall be 1,200-ft. Per AWWA C651, no hydrants shall be used for sampling;
- Beginning and end of lines for each segment to be partially completed.

*All bacteriological sampling points shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings **clearly indicated** on the report. A sketch or description of all bacteriological sampling locations must also be provided. Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.*

For further clarification contact:

Gabor Matrai, P.E. (386) 274-0696
or e-mail at Gabor.Matrai@flhealth.gov

UTILITY PERMIT

PERMIT NO: 2020-H-591-00215

STATE ROAD INFORMATION

County: Volusia	Section: 79010000	State Road No: SR 5	Beginning Mile Post: 25.549	Ending Mile Post: 25.549
---------------------------	-----------------------------	-------------------------------	---------------------------------------	------------------------------------

APPLICANT INFORMATION

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.1(4) of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

<u>Utility Agency/Owner (UAO)</u>		<u>Utility Builder (only applicable when the UAO is a City or County)</u>	
Name:	<u>City of Port Orange</u>	Name:	_____
Contact Person:	<u>City of Port Orange</u>	Contact Person:	_____
Address:	<u>1000 City Center Circle</u>	Address:	_____
City:	<u>Port Orange</u>	City:	_____
State:	<u>Florida</u>	State:	_____
Zip:	<u>32129</u>	Zip:	_____
Telephone:	<u>3865065754</u>	Telephone:	_____
Email:	<u>kho@port-orange.org</u>	Email:	_____

WORK DESCRIPTION

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

Construction of 6" potable water main by directional bore and conventional excavation.

Utility Work No: _____

Additional sheets are attached and are incorporated into this permit Yes ☐ No ☒

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13) Yes ☐ No ☐

TRAFFIC CONTROL (TCP)

☒ The TCP will comply with the following 600 series index(es) 611, 613, 660, 612, 600

☐ A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: TBD Telephone: _____ Email: _____

COMMENCEMENT OF WORK

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: 10/1/2020

Calendar days needed to completed: 300

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020

UTILITY PERMIT

PERMIT NO: 2020-H-591-00215

APPLICANT SIGNATURE

By the below signature(s) the UAO and/or Utility Builder agree(s) to construct, operate, and maintain the work as noted in the above Work Description, shown in plans and incorporated documents, in compliance with the UAM, all instructions noted in the FDOT Special Instructions Box, and special instructions incorporated into this permit. The UAO and/or Utility Builder declares, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans of the work areas. In accordance with UAM Section 2.8, the UAO and/or Utility Builder further declares that a letter of notification was delivered to the owners of other facilities within the work areas and that those listed below are the only facility owners known to be involved or potentially impacted by the proposed work.

Date Notified:	Name of other facility owners (attach additional sheets if necessary).
<u>2/14/2020</u>	<u>AT&T</u>
<u>2/14/2020</u>	<u>Century Link</u>
<u>2/14/2020</u>	<u>Charter</u>
<u>2/14/2020</u>	<u>FPL Distribution</u>
<u>2/14/2020</u>	<u>FPL Transmission</u>

Utility Agency/Owner

Utility Builder (when applicable)

Signature: Junos Reed (digital signature) Date: 8/3/2020
Name (printed): Junos Reed
Title: _____

Signature: _____ Date: _____
Name (printed): _____
Title: _____

FDOT PROJECT INFORMATION

Pursuant to UAM Section 2.1(10), the utility work is within FDOT projects listed below and must have a Utility Work Schedule for each project approved prior to commencement of work within the FDOT project limits:

There are NO FDOT constructions (proposed or underway).
This work is NOT related to an approved utility work Schedule.

FDOT SPECIAL INSTRUCTIONS

In accordance with UAM Section 2.7, FDOT incorporates the below and attached special instructions into this permit.

Additional FDOT Special Instructions are attached and incorporated into this permit. Yes ☐ No ☒

PERMIT APPROVAL

By signature below, FDOT gives permission to the UAO and/or Utility Builder to construct, operate, and maintain the utilities indicated in this Utility Permit in compliance with the UAM, all incorporated documents, and special instructions. Any changes to the approved work must be approved by the FDOT's Approving Engineer and attached and incorporated into this permit in accordance with UAM Section 2.11.

Approving Engineer: Yougens Pierre (digital signature) Date: 9/3/2020
Name: Yougens Pierre
Title: MAINTENANCE PROJECT MANAGER III

Notification of Utility Work to be provided to: Telephone (386) 740-3420 ext. _____ or Email: christopher.engels@dot.state.fl.us

An FDOT Representative is required to be present on the worksite prior to commencement of work. Yes ☒ No ☐
Rep. Name: Christopher Engels Telephone 3867403420 Email: christopher.engels@dot.state.fl.us

Florida Department of Transportation
UTILITY PERMIT

December 14, 2016

PERMIT NO: 2020-H-591-00215

CERTIFICATION

I, the undersigned UAO and/or Utility Builder, hereby CERTIFY that the utilities were constructed and inspected in compliance with the UAM all incorporated documents, and special instructions. Pursuant to UAM Section 2.11, all changes have been approved by the FDOT's Approving Engineer and incorporated into this permit along with all other material certifications, test results, bore logs, approved plans changes, as-built plans or other required documentation.

I also CERTIFY that work began on _____ and was completed on _____ and that the area was left in as good or better condition than when the work began.

Utility Agency/Owner

Utility Builder (when applicable)

Signature: _____ Date _____

Signature: _____ Date _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

FINAL INSPECTION OF WORK

☐ The work was inspected and found to be in non-compliance as noted below:

☐ All issues of non-compliance listed above have been brought into compliance and/or FDOT has no outstanding issues that need to be addressed by the UAO and/or Utility Builder. However, this final inspection does not release the UAO and/or Utility Builder of their continuing responsibilities pursuant to Rule 14-46.001, the UAM, all incorporated documents, and special instructions.

FDOT Inspector: _____ Date: _____

Name: _____

Title: _____

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020

PERMIT NO.: 2020-H-591-00215

STATE ROAD INFORMATION:

NAME OF OTHER FACILITY OWNERS / DATE NOTIFIED:

Facility Name: TECO, Date Notified: 2/14/2020

FDOT PROJECT INFORMATION:

There are NO FDOT constructions (proposed or underway).
This work is NOT related to an approved Utility Work Schedule.

THE WORK WAS INSPECTED AND FOUND TO BE IN NON-COMPLIANCE AS NOTED BELOW:

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020

EXHIBIT “1”

Contractor's Schedule of Unit Prices

Consisting of 1 Page



"ATTACHMENT 1" ITB 22-09 SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.

NAME OF BUSINESS: General Underground, LLC

CONTACT PERSON: Chris Brown

EMAIL ADDRESS: chrisbrown@generalundeground.com

AUTHORIZED SIGNATURE:

CB

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
PRELIMINARY ITEMS					
1	Mobilization/Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2	Pre-Construction Video	1	LS	\$ 8,500.00	\$ 8,500.00
3	Locate & Expose Existing Utilities with Conflict Sketches	1	LS	\$ 8,500.00	\$ 8,500.00
4	Erosion Control/Turbidity Control	1	LS	\$ 8,500.00	\$ 8,500.00
				Part A Subtotal	\$ 50,500.00
POTABLE WATER SYSTEM					
1	PVC Water Main (blue) (DR18) (w/all joints restrained) - 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	\$ 65.00	\$ 28,600.00
2	Water Main by Horizontal Directional Drill - 6" C-900 FPVC (3,230 LF shown)	3,400	LF	\$ 65.00	\$ 221,000.00
3	Resilient Seat Gate Valve & Box (with concrete collars) - 6"	13	EA	\$ 1,800.00	\$ 23,400.00
4	Tapping Sleeve - 8" x 6"	1	EA	\$ 5,000.00	\$ 5,000.00
5	Insertion Valve/Line Stop				
	a) 6" Insert Valve	1	EA	\$ 6,500.00	\$ 6,500.00
	b) 8" Insert Valve	1	EA	\$ 7,500.00	\$ 7,500.00
	c) 2" Line Stop	4	EA	\$ 2,500.00	\$ 10,000.00
	d) 6" Line Stop	2	EA	\$ 5,000.00	\$ 10,000.00
	e) 8" Line Stop	1	EA	\$ 6,500.00	\$ 6,500.00
6	Tie-In (Fittings and Restraints)				
	a) 2" to 6"	1	EA	\$ 3,500.00	\$ 3,500.00
	b) 6" to 6"	3	EA	\$ 4,000.00	\$ 12,000.00
7	DIP Fittings Add or Delete	3	TN	\$ 1,250.00	\$ 3,750.00
8	Water Services - 2"	14	EA	\$ 2,000.00	\$ 28,000.00
9	Blow Off Assembly	2	EA	\$ 4,000.00	\$ 8,000.00
10	Water Meter "Cut-Over"	18	EA	\$ 1,200.00	\$ 21,600.00
11	Remove Existing Fire Hydrant Assembly	2	EA	\$ 1,000.00	\$ 2,000.00
12	Furnish and Install Fire Hydrant Assembly	4	EA	\$ 6,000.00	\$ 24,000.00
13	2" Temporary Jumper (w/1" service) per parcel	18	EA	\$ 400.00	\$ 7,200.00
14	Cap or Plug, Grout Filling and Abandon Existing Water Main	1	LS	\$ 10,000.00	\$ 10,000.00
15	Removal of Transite Pipe	1	LS	\$ 10,000.00	\$ 10,000.00
16	Swab by "Pigging" New Water Main - 6"	3,670	LF	\$ 1.25	\$ 4,587.50
17	Unsuitable Material Excavation	100	CY	\$ 10.00	\$ 1,000.00
18	Bulk Concrete	10	CY	\$ 350.00	\$ 3,500.00
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	\$ 50.00	\$ 5,000.00
20	Rock Excavation	10	CY	\$ 100.00	\$ 1,000.00
				Part B Subtotal	\$ 463,637.50
RESTORATION AND GENERAL ITEMS					
1	Open Cut and Repair Asphalt	150	SY	\$ 100.00	\$ 15,000.00
2	Concrete Pavement/Sidewalks				
	a) Driveways, 6" thick fibermesh	180	SY	\$ 70.00	\$ 12,600.00
	b) Sidewalks, 2,500 psi	320	SY	\$ 70.00	\$ 22,400.00
3	Concrete Curb (0 LF shown)	175	LF	\$ 40.00	\$ 7,000.00
4	ADA Detectable Surface	40	SF	\$ 150.00	\$ 6,000.00
5	Furnish and Install Sod - Bahia	500	SY	\$ 13.00	\$ 6,500.00
6	Maintenance of Traffic	1	LS	\$ 35,000.00	\$ 35,000.00
7	Compliance with Florida "Trench Safety Act"	1	LS	\$ 2,000.00	\$ 2,000.00
8	Layout, As-built and Record Drawing Preparation	1	LS	\$ 15,000.00	\$ 15,000.00
				Part C Subtotal	\$ 121,500.00
				TOTAL BID (Parts A, B and C)	\$ 635,637.50
Confirm the number of calendar days to complete upon receipt of Notice to Proceed:					335/365 Days
Shall warrant all materials, labor and workmanship for the minimum period of:					1 Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

EJCDC
Affidavit Regarding Workers'
Compensation

Consisting of 1 Page

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 Florida

County of Volusia

I, Anthony Gregg Pifer, 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 American Interstate Insurance Company Company, under the terms of Policy Number AVWCFL2918922021 for a period from 08/22, 2021 to 08/22, 2022

WITNESS:
By: [Signature]
Name: William DeMattia

CONTRACTOR:
Company: A. G. Pifer Construction Co., Inc
By: [Signature]
Name/Title: Anthony Gregg Pifer, President

Sworn to and subscribed before me this 21st day of April, 2022.

My Commission Expires: 07/24/2023



[Signature]
Notary Public

Nina Pedersen
Notary Public Printed Name

EJCDC
Leased Employee Affidavit

Consisting of 1 Page

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.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # ITB #22-06

☒ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: A. G. Pifer Construction Co., Inc

Signature of Owner/Officer: _____

Title: President

Date: 04/21/2022

EXHIBIT "2"

Contractor's Proposal

Consisting of 52 Pages

"ORIGINAL"

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Bidder's Acknowledgement Form
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Anti-Collusion Form
- ☒ Form 7.7 – Statement of Bidder's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – List of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ Form 7.11 – E-Verify Affidavit
- ☒ Form 7.12 Debarment, Suspension and Other Responsibility Matters
- ☐ Form 7.13 – No submittal Response Form (Only required if not submitting a bid)
- ☒ Attachment 1 – Schedule of Unit Pricing
- ☒ Current Bonding Capacity Letter (as outlined in Section 6)
- ☒ Copy of License (Florida Certified General 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 Underground, LLC
Name of Business


Authorized Signature

April 7th, 2022
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the 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 Bidder/Contractor as its act and deed and that the Bidder/ Contractor is ready, willing and able to perform if awarded the contract.

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for 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 Underground, LLC
NAME OF BUSINESS

CB
AUTHORIZED SIGNATURE

Chris Brown, President, Managing Member
NAME, TITLE, TYPED

FEIN # 20-5668413
FEDERAL IDENTIFICATION #

PO. Box 870
MAILING ADDRESS

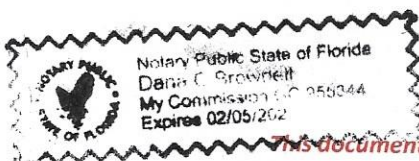
Chiefland, FL 32644
CITY, STATE & ZIP CODE

(352) 493-7782 / (352) 493-7785
TELEPHONE NUMBER / FAX NUMBER

chrisbrown@generalunderground.com
E-MAIL ADDRESS

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of APRIL, 2022, by Chris Brown, as President, Managing Member of General Underground, LLC, a Corporation. He or she is ☒ personally known or ☐ produced as identification.



Daria C. Brownell
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, 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: 3/28/2022 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:

General Underground, LLC

Name of Business

By: CB

Printed Name: Chris Brown

Title: President, Managing Member

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ✓ physical presence or
online notarization, this 6th day of APRIL, 2022, by Chris Brown who
is personally known to me or who produced _____ as identification.

My Commission Expires: 02/05/2024

Dana C. Brownell

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 Underground, LLC

Name of Business

By: CB

Printed Name: Chris Brown

Title: President, Managing Member

STATE OF FLORIDA

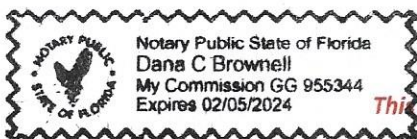
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 6th day of APRIL, 2022, by Chris Brown who is personally known to me or who produced as identification.

My Commission Expires: 02/05/2024

Dana C. Brownell
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT 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 Chris Brown, who, being by me first duly sworn, made the following statement:

1. The business address of General Underground, LLC (name of Offeror or business) is PO. Box 870 Chiefland, FL 32644.
2. My relationship to General Underground, LLC (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such 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 bidder 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.)**~~

General Underground, LLC

Name of Business

By: CB

Printed Name: Chris Brown

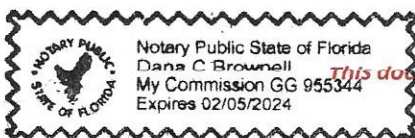
Title: President, Managing Member

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ✓ physical presence or
online notarization, this 6th day of APRIL, 2022, by Chris Brown who
is personally known to me or who produced _____ as identification.

My Commission Expires: 02/05/2024



Dana C. Brownell
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION 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 BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: General Underground, LLC

SIGNED BY: 

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

PRINTED SIGNATURE: Chris Brown

TITLE: President, Managing Member

ADDRESS: PO Box 870

CITY: Chiefland STATE: FL ZIP CODE: 32644

TELEPHONE: (352) 493-7782 FAX: (352) 493-7785

COMPLETION TIME: Substantially Complete 335 Days / Complete 365 Days

F.E.I.N. NUMBER: 20-5668413

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.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder: General Underground, LLC
- B. Permanent main office address: 11490 NW 115th Street Chiefland, FL 32626
- C. Date organized: 10/4/2006
- D. If a corporation, where incorporated: FLORIDA
- E. How many years have you been engaged in the business under your present firm or trade name? 15 yrs 6 mths
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: Directional Drilling
- 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: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: Reynolds Water System Improvements / Saxon Ridge Reclaimed Water Main
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ 750,000.00
- O. Give bank name, contact name and phone number: Drummond Community Bank / Rob Alexander / (352) 528-1707
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒ YES ☐ NO

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

General Underground, LLC
Name of Business
By: CB
Printed Name: Chris Brown
Title: President, Managing Member

STATE OF: FLORIDA
COUNTY OF: LEVY

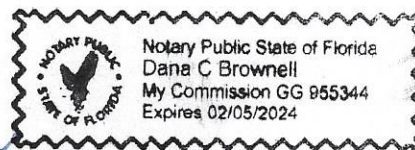
Sworn to (or affirmed) and subscribed before me this 6th day of APRIL, 2022,
by Chris Brown and who:

[Notary: Please select one]

- ☒ Is personally known to me; or
☐ Has produced _____ as identification.

Notary Public, State of: FLORIDA

Printed, typed or stamped name, commission and expiration:



Dana C. Brownell

This document must be completed and returned with your Submittal



General Underground LLC

PO Box 870
Chiefland, FL 32644

PO Box 315
Lake Helen, FL 32744

CITY of PORT ORANGE

ITB #22-09

RIDGEWOOD AVENUE AND FARMBROOK ROAD TO NIVER STREET

WATER MAIN IMPROVEMENTS

STATEMENT OF VENDOR'S QUALIFICATIONS

ATTACHMENTS

#7.7-F CONTACTS ON HAND

#7.7-J RECENT PROJECTS COMPLETED

#7.7 K- MAJOR EQUIPMENT CURRENTLY OWNED OR LEASED

#7.7-M EXPERIENCE OF PRINCIPAL MEMBERS



General Underground LLC
PO Box 870
Chiefland, FL 32644

PO Box 315
Lake Helen, FL 32744

CITY of PORT ORANGE

ITB #22-09

RIDGEWOOD AVENUE AND FARMBROOK ROAD TO NIVER STREET

WATER MAIN IMPROVEMENTS

STATEMENT OF VENDOR'S QUALIFICATIONS

#7.7-F CONTACTS ON HAND

Owner: City of DeLand
Project: FY 2021 Water Main Improvements
Contract Amount: \$1,187,794.50
Anticipated Completion Date: End of June 2022

Owner: City of Deltona
Project: Group 1 Water Main Replacement Rebid
Contract Amount: \$2,415,109.00
Anticipated Completion Date: End of May 2022



General Underground LLC

PO Box 870
Chiefland, FL 32644

PO Box 315
Lake Helen, FL 32744

CITY of PORT ORANGE

ITB #22-09

RIDGEWOOD AVENUE AND FARMBROOK ROAD TO NIVER STREET

WATER MAIN IMPROVEMENTS

STATEMENT OF VENDOR'S QUALIFICATIONS

#7.7-J PROJECTS RECENTLY COMPLETED

Owner: Town of Callahan

Project: SRF Water Main and Force Main Replacement / Extension

Contract Amount: \$965,263.00

Completed Date: February 2022

Owner: City of Edgewater

Project: ITB 21 -ES-004 South Ridgewood Ave Water Main Extension SR442(Indian River Blvd) to Riverside Drive

Contract Amount: \$419,810.00

Completed Date: September 2021

Owner: City of Green Cove Springs

Project: Reynolds Water System Improvements

Contract Amount: \$997,499.00

Completed Date: June 2021

7.7-J Projects Recently Completed Continued:

Owner: City of Deltona

Project: PW 202-03 Saxon Ridge Reclaimed Water Main Extension

Contract Amount: \$939,929.50

Completed Date: February 2021

Owner: City of Port Orange

Project: ITB#19-12

Contract Amount: \$2,149,764.10

Completed Date: February 2021

Owner: City of Deltona

Project: PW 19-02 Reclaimed Water Main Extensions Parts A, B, C & D

Contract Amount: \$2,299,872.30

Completed Date: February 2020

General Underground

Equipment List

Manufacturer	Type	Year	Condition	Leased/ Owned
John Deere	Excavator w/ Bucket	2021	Excellent	Leased
John Deere	Excavator	2017	Excellent	Leased
John Deere 524	Loader	2016	Excellent	Leased
Caterpillar	Skid steer	2006	Good	Owned
Scat Trak	Skid Steer	2001	Good	Owned
Vermeer	Directional Drill 7x11	2006	Good	Owned
Vermeer	Directional Drill 24 x40	2016	Excellent	Owned
Vermeer	Directional Drill 33x44	2001	Good	Owned
Vermeer	Directional Drill 33x44	2001	Good	Owned
Vermeer	Directional Drill 33x44	2001	Good	Owned
Vermeer	Directional Drill 80x120	2001	Good	Owned
Vactron	Vacuum Truck 800 Gal	2005	Good	Owned
Ring-o-matic	Vacuum Truck 750 Gal	2007	Good	Owned
Bobcat	Mini Excavator 325	2008	Good	Owned
Vermeer	(2) Mixing System 500	2005	Good	Owned
Ditch Witch	(3) Mixing System 1000	2004	Good	Owned
Digitrak	Mark V Locator	2010	Good	Owned
Digitrak	SE Locator	2014	Good	Owned
Connectra	414 Fusing Machine	2010	Good	Owned
Digitrack	F2 Locator	2016	Excellent	Owned
Mc Elroy	Fusion Machine 1-4"	2012	Good	Owned
Hyster	Off Road Forklift	2001	Good	Owned

IHI	IHI 65NX Excavator	2008	Good	Leased
Central Plastics	Electrofusion Machine	2009	Good	Owned
Manufacturer	Type	Year	Condition	Leased/ Owned
Vermeer	Directional Drill 33x44	2001	Average	Owned
Barbco	Directional Drill BD80	2014	Excellent	Owned
Barbco	Directional Drill BD-80	2013	Excellent	Owned
IHI	IHI 65NX	2010	Excellent	Leased
IHI	IHI 65NX	2010	Excellent	Leased
Dodge	Ram 4500	2012	Excellent	Leased
Dodge	Ram 3500	2014	Excellent	Leased
Dodge	Ram 3500	2017	Excellent	Leased
Dodge	Ram 3500	2018	Excellent	Leased
Dodge	Ram 3500	2018	Excellent	Leased
Dodge	Ram 3500	2020	Excellent	Leased
BMW	528-I	2010	Excellent	Leased
Dodge	Ram	2012	Good	Leased
Freightliner	Semi	2000	Average	Owned
Freightliner	Semi	1998	Average	Owned
International	Semi	1993	Average	Owned
Ford	Truck	2005	Average	Owned
Chevrolet	Truck	2007	Good	Owned
Chevrolet	Truck	1997	Good	Owned
Dodge	Ram 3500	2022	Excellent	Leased

CHRIS BROWN

PO BOX 315 LAKE HELEN, FL 32744 | 305-498-9433 | chrisbrown@generalunderground.com

Education

HIGH SCHOOL DIPLOMA | 1990 | SOUTH DADE SENIOR HIGH SCHOOL
. MAJOR: ENGINEERING
. RELATED COURSEWORK: MATHEMATICS

Qualifications

CURRENTLY SOLE OPERATING MANAGER OF GENERAL UNDERGROUND, LLC

Training and Certifications

PIPE FUSION, GENERAL CONTRACTING, WIND MITIGATION, STEEL DESIGN & CONSTRUCTION, BUILDING ENERGY EFFICIENCIES, TRAINING IN CONFINED SPACES IN CONSTRUCTION, MOLD REMEDIATION, BUILDING CODE TRAINING.

EXPERIENCE:

PROJECT MANAGER: TOWN OF CALLAHAN / SRF WATER MAIN AND FORCE MAIN EXTENSIONS / REPLACEMENTS | FEBRUARY 2021 TO FEBRUARY 2022

PROJECT MANAGER: CITY OF EDGEWATER / ITB 21-ES-004 SOUTH RIDGEWOOD AVE WATER MAIN EXTENSION SR442 (INDIAN RIVER BLVD) TO RIVERSIDE DRIVE | JUNE 2021 TO SEPTEMBER 2021

PROJECT MANAGER: CITY OF GREEN COVE SPRINGS / LC 2020-06 REYNOLDS WATER SYSTEM IMPROVEMENTS | JUNE 2020 TO JUNE 2021

PROJECT MANAGER: CITY OF DELTONA / PW 2020-03 SAXON RIDGE RECLAIMED WATER MAIN EXTENSIONS | JULY 2020 TO FEBRUARY 2021

PROJECT MANAGER: CITY OF OCOEE / ITB#20-007 THE HAMMOCKS RECLAIM WATER RETROFIT | SEPTEMBER 2020 TO JANUARY 2021

PROJECT MANAGER: CITY OF PORT ORANGE / ITB#19-12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS | JANUARY 2020 TO JANUARY 2021

PROJECT MANAGER: CITY OF DELTONA / #PW 19-02 RECLAIMED WATER MAIN EXTENSION'S PARTS A, B, C, & D | APRIL 2019 TO FEBRUARY 2020

PROJECT MANAGER: CITY OF TAMPA / #18-C-00032 PRESCOTT PUMP STATION FORCE MAIN | JUNE 2019 TO FEBRUARY 2020

PROJECT MANAGER: CEDAR KEY WATER AND SEWER DISTRICT / PROJECT NO.0605-27-1 FORCE MAIN REPLACEMENT AT BRIDGES | AUGUST 2019 TO DECEMBER 2019

PROJECT MANAGER: POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA/ #18-271 CRUSA DISTRIBUTION SYSTEM IMPROVEMENTS W-I & W-J | NOVEMBER 2018 TO APRIL 2019

PROJECT MANAGER: CITY OF TARPON SPRINGS / WESTWINDS/GRASSEY POINTE RESIDENTIAL RECLAIMED WATER DISTRIBUTION SYSTEM | JUNE 2018 TO FEBRUARY 2019

PROJECT MANAGER: CITY OF MELBOURNE / NO. 32015 – LIFT STATION NO.20 FORCE MAIN REPLACEMENT | MAY 2018 TO OCTOBER 2018

PROJECT MANAGER: TOWN OF LADY LAKE / NO.2018-001 SKYLINE WATER MAIN REPLACEMENT PROJECT | MAY 2018 TO OCTOBER 2018

PROJECT MANAGER: CITY OF ORMOND BEACH / SOUTH PENINSULA RECLAIMED WATER MAIN EXPANSION | MAY 2017 TO MARCH 2018

PROJECT MANAGER: CITY OF NEW SMYRNA BEACH UTILITIES COMMISSION / REPLACE 12" WATER MAIN AT TURNBULL BAY BRIDGE | MARCH 2018 TO APRIL 2018

PROJECT MANAGER: CITY OF TARPON SPRINGS / PINELLAS AVENUE WATER MAIN EXTENSION | NOVEMBER 2016 TO APRIL 2017

PROJECT MANAGER: CITY OF VENICE / RECLAIMED WATER MAIN DISTRIBUTION SYSTEM IMPROVEMENTS | MARCH 2017 TO JUNE 2017

PROJECT MANAGER: CITY OF DELAND / 2015 WATER MAIN EXTENSION | FEBRUARY 2016 TO JANUARY 2017

PROJECT MANAGER: CITY OF ORMOND BEACH / 2" WATER MAIN REPLACEMENT NORTH PENINSULA AREA 2 | MAY 2015 TO OCTOBER 2016

PROJECT MANAGER: INDIAN RIVER COUNTY BOCC / 8" WATER MAIN EXTENSION ON INDIAN RIVER DRIVE SOUTH OF ROSELAND ROAD | AUGUST 2015 TO FEBRUARY 2016

PROJECT MANAGER: CITY OF FANNING SPRINGS / COLLEGE OF CENTRAL FLORIDA WASTE WATER SYSTEM | JANUARY 2015 TO JULY 2015

PROJECT MANAGER: CITY OF DELAND / FY-2014 WATER MAIN IMPROVEMENTS | NOVEMBER 2015 TO DECEMBER 2016

PROJECT MANAGER: CITY OF DELAND / FY-2013 WATER MAIN IMPROVEMENTS | MARCH 2014 TO JANUARY 2015

**PROJECT MANAGER: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS / SUNSET
PARK WATER MAIN REPLACEMENT | AUGUST 2014 TO MAY 2015**

**PROJECT MANAGER: CITY OF EDGEWATER / WEST TURGOT RECLAIMED WATER LINE |
AUGUST 2014 TO NOVEMBER 2014**

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

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

(Do not include the City of Port Orange)

1. Company Name: City of Deltona
Contact Person: Jeff Elder
City, State: Deltona, Florida
Telephone Number: (386) 804-8360
Email Address: jelder@deltonafl.gov
Description of goods or
Services provided: 6,223 LF of 8", 12" PVC & 14" HDPE by HDD, Services, Gate Valve & Boxes
Contract Amount: \$939,929.50
Start/End Date of Contract: July 2020 / February 2021
2. Company Name: City of Green Cove Springs
Contact Person: Scott Schultz
City, State: Green Cove Springs, Florida
Telephone Number: (904) 219-7540
Email Address: sschultz@greencovesprings.com
Description of goods or
Services provided: 7,200 LF of 8", 10", & 12" FPVC Water Main & 4,700 LF of 6" FPVC Force Main By HDD
Contract Amount: \$997,499.00
Start/End Date of Contract: June 2020 / June 2021
3. Company Name: Town of Callahan
Contact Person: Mike Williams
City, State: Callahan, Florida
Telephone Number: (904) 879-3801
Email Address: pwd@townofcallahan-fl.gov
Description of goods or
Services provided: 1,732 LF of 8" FPVC FM, 9,226 Lf of 4", 6" & 8" FPVC WM, Services, Gate Valve & Boxes
Contract Amount: \$965,226.00
Start/End Date of Contract: February 2021 / February 2022

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

List 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	Jeff Elder	(386) 804-8360	Y	3 Yrs	Installation of HDPE, FPVC by HDD Gate Valves, Valve Boxes, RPZ's, Service Lines, Fire Hydrants
2	Scott Schultz	(904) 219-7540	Y	2 Yrs	Installation of FPVC Water Main and Force Main by HDD. Gate Valve and Valve Boxes, Services, Fire Hydrants RPZ and Marker Balls
3	Mike Williams	(904) 879-3801	N	1 Yr	Installation of FPVC Water Main and Force Main by HDD, Gate Valve and Valve Boxes, Services, Fire Hydrants

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: A & R Video

Description of Work: (Pre-Construction) Video's entire project prior to any work commences.

Percent of Contract Price: 1%

Previous Experience Together ☒ Yes ☐ No

Subcontractor No. 2

Name: Action Industries

Description of Work: Installation of Tapping Sleeve & Valves, Insertion Valves and Line Stops

Percent of Contract Price: 3%

Previous Experience Together ☒ Yes ☐ No

Subcontractor No. 3

Name: Sula Sod

Description of Work: Delivery and Installation of Bahia St. Augustine Sod.

Percent of Contract Price: 4%

Previous Experience Together ☒ Yes ☐ No

Subcontractor No. 4

Name: FORMASTERS Concrete Specialist

Description of Work: Perform the installation of Pouring Concrete Sidewalks, Driveways, Curbing

Percent of Contract Price: 6%

Previous Experience Together ☒ Yes ☐ No

Subcontractor No. 5

Name: LandGard, LLC

Description of Work: Survey the project and complete the as-built design

Percent of Contract Price: 4%

Previous Experience Together ☒ Yes ☐ No

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-22-09

BUSINESS NAME: General Underground, LLC CONTACT PERSON/TITLE: Chris Brown Owner MAILING ADDRESS: 186 S. Euclid Ave

CITY-STATE-ZIP: Lake Helen, FL 32744 Length of Time at Address Provided: 18 Months

Physical Presence of Business: ☒ Headquarters and/or ☐ Principal Place of BusinessAnd within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): 20-5668413

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

PHONE NUMBER: (352) 493-7782

FAX: (352) 493-7785

EMAIL: chrisbrown@generalunderground.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 and/or principal place of business 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 bidder 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.

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

General Underground, LLC

Name of Business

By: CB

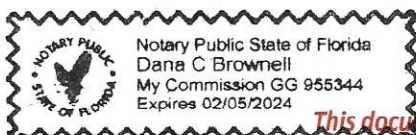
Printed Name: Chris Brown

Title: President, Managing Member

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of APRIL, 2022, by Chris Brown, as President, Managing Member of General Underground, LLC, a Corporation. He or she is ☒ personally known or ☐ produced as identification.



Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal.

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 202108250006

Expires: September 30, 2022

Business Location: 186 EUCLID AVE

Business Name: GENERAL UNDERGROUND, LLC

Owner Name: CHRIS BROWN

Mailing Address: PO BOX 315
LAKE HELEN, FL 32744

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Utilites-Undrgrnd or Overhead	CGC1518531	301UT	13	\$36.00

- 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 Treasury and Billing 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

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 10/05/2021

RECEIPT #: 454099

TOTAL TAX: \$54.00

PENALTY: \$5.40

TOTAL PAID: \$59.40



Business Name: GENERAL UNDERGROUND, LLC

Owner Name: CHRIS BROWN

Mailing Address: PO BOX 315
LAKE HELEN, FL 32744

Account #: 202108250006

Expires: September 30, 2022

Business Location: 186 EUCLID AVE

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.



CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Ridgewood Ave and Farmbrook Rd. to Niver St. Water Main Improvement

Solicitation Number: ITB-22-09

I, the undersigned, hereby certify that General Underground, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of General Underground, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Chris Brown, President, Managing Member
(Print or Type Name, Title)

CB
(Signature of Affiant)

FEIN # 20-5668413
(Federal Employer ID Number – FEIN)

1189970
(E-Verify Number)

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of April, 2022, by Chris Brown as President, Managing Member of General Underground, LLC on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.



Dana C. Brownell
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

 An official website of the United States government
[Here's how you know](#)



Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

GENERAL UNDERGROUND, LLC

Doing Business As (DBA)

Company ID

1189970

Enrollment Date

04/17/2017

Employer ID Number

205668413

DUNS Number

Total Number of Employees

10 to 19

NAICS Code

238

Sector<https://everify.uscis.gov/account/company/profile>

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

Local Government

[Edit Employer Category](#)

Company Locations

Physical Address

11490 NW 115TH ST
CHIEFLAND, FL 32626

Mailing Address

PO BOX 870
CHIEFLAND, FL 32644

[Edit Company Locations](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and GENERAL UNDERGROUND, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1189970

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1189970

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1189970

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1189970

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 1189970

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1189970

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1189970

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 1189970

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1189970

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1189970

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1189970

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1189970

Approved by:

Employer GENERAL UNDERGROUND, LLC	
Name (Please Type or Print) BRANDY L FEW	Title
Signature Electronically Signed	Date 04/17/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/17/2017

Company ID Number: 1189970

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	GENERAL UNDERGROUND, LLC
Company Facility Address	11490 NW 115TH ST CHIEFLAND, FL 32626
Company Alternate Address	PO BOX 870 CHIEFLAND, FL 32644
County or Parish	LEVY
Employer Identification Number	205668413
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 1189970

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1

Company ID Number: 1189970

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name SAVANNAH A BROWN
Phone Number 3524937782
Fax 3524937785
Email savannahbrown@aeneralunderaround.com

Name CHRIS M BROWN
Phone Number 3054989433
Fax 3524937785
Email chrisbrown@aeneralunderaround.com

Name SHERRY L BROWN
Phone Number 3055051519
Fax 3524937785
Email mssbrown@aail.com

Name Kim Calvert
Phone Number 3524937782
Fax
Email kimcalvert@aeneralunderaround.com

Company ID Number: 1189970

This list represents the first 20 Program Administrators listed for this company.

FORM 7.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS PRIMARY COVERED TRANSACTIONS

(TO BE COMPLETED BY PRIME CONTRACTOR)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

General Underground, LLC
Organization Name

ITB-22-09
Bid Number or Project Name

Chris Brown, President, Managing Member
Name(s) and Title(s) of Authorized Representatives


Signature

4/7/2022
Date

This document must be completed and returned with your Submittal



**"ATTACHMENT 1" ITB 22-09 SCHEDULE OF UNIT PRICING
BID FORM**

CITY OF PORT ORANGE

ITB 22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.

NAME OF BUSINESS: General Underground, LLC

CONTACT PERSON: Chris Brown

EMAIL ADDRESS: chrisbrown@generalundground.com

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
PRELIMINARY ITEMS					
1	Mobilization/Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2	Pre-Construction Video	1	LS	\$ 8,500.00	\$ 8,500.00
3	Locate & Expose Existing Utilities with Conflict Sketches	1	LS	\$ 8,500.00	\$ 8,500.00
4	Erosion Control/Turbidity Control	1	LS	\$ 8,500.00	\$ 8,500.00
				Part A Subtotal	\$ 50,500.00
POTABLE WATER SYSTEM					
1	PVC Water Main (blue) (DR18) (w/all joints restrained) - 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	\$ 65.00	\$ 28,600.00
2	Water Main by Horizontal Directional Drill - 6" C-900 FPVC (3,230 LF shown)	3,400	LF	\$ 65.00	\$ 221,000.00
3	Resilient Seat Gate Valve & Box (with concrete collars) - 6"	13	EA	\$ 1,800.00	\$ 23,400.00
4	Tapping Sleeve - 8" x 6"	1	EA	\$ 5,000.00	\$ 5,000.00
5	Insertion Valve/Line Stop				
	a) 6" Insert Valve	1	EA	\$ 6,500.00	\$ 6,500.00
	b) 8" Insert Valve	1	EA	\$ 7,500.00	\$ 7,500.00
	c) 2" Line Stop	4	EA	\$ 2,500.00	\$ 10,000.00
	d) 6" Line Stop	2	EA	\$ 5,000.00	\$ 10,000.00
	e) 8" Line Stop	1	EA	\$ 6,500.00	\$ 6,500.00
6	Tie-In (Fittings and Restraints)				
	a) 2" to 6"	1	EA	\$ 3,500.00	\$ 3,500.00
	b) 6" to 6"	3	EA	\$ 4,000.00	\$ 12,000.00
7	DIP Fittings Add or Delete	3	TN	\$ 1,250.00	\$ 3,750.00
8	Water Services - 2"	14	EA	\$ 2,000.00	\$ 28,000.00
9	Blow Off Assembly	2	EA	\$ 4,000.00	\$ 8,000.00
10	Water Meter "Cut-Over"	18	EA	\$ 1,200.00	\$ 21,600.00
11	Remove Existing Fire Hydrant Assembly	2	EA	\$ 1,000.00	\$ 2,000.00
12	Furnish and Install Fire Hydrant Assembly	4	EA	\$ 6,000.00	\$ 24,000.00
13	2" Temporary Jumper (w/1" service) per parcel	18	EA	\$ 400.00	\$ 7,200.00
14	Cap or Plug, Grout Filling and Abandon Existing Water Main	1	LS	\$ 10,000.00	\$ 10,000.00
15	Removal of Transite Pipe	1	LS	\$ 10,000.00	\$ 10,000.00
16	Swab by "Pigging" New Water Main - 6"	3,670	LF	\$ 1.25	\$ 4,587.50
17	Unsuitable Material Excavation	100	CY	\$ 10.00	\$ 1,000.00
18	Bulk Concrete	10	CY	\$ 350.00	\$ 3,500.00
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	\$ 50.00	\$ 5,000.00
20	Rock Excavation	10	CY	\$ 100.00	\$ 1,000.00
				Part B Subtotal	\$ 463,637.50
RESTORATION AND GENERAL ITEMS					
1	Open Cut and Repair Asphalt	150	SY	\$ 100.00	\$ 15,000.00
2	Concrete Pavement/Sidewalks				
	a) Driveways, 6" thick fibermesh	180	SY	\$ 70.00	\$ 12,600.00
	b) Sidewalks, 2,500 psi	320	SY	\$ 70.00	\$ 22,400.00
3	Concrete Curb (0 LF shown)	175	LF	\$ 40.00	\$ 7,000.00
4	ADA Detectable Surface	40	SF	\$ 150.00	\$ 6,000.00
5	Furnish and Install Sod - Bahia	500	SY	\$ 13.00	\$ 6,500.00
6	Maintenance of Traffic	1	LS	\$ 35,000.00	\$ 35,000.00
7	Compliance with Florida "Trench Safety Act"	1	LS	\$ 2,000.00	\$ 2,000.00
8	Layout, As-built and Record Drawing Preparation	1	LS	\$ 15,000.00	\$ 15,000.00
				Part C Subtotal	\$ 121,500.00
				TOTAL BID (Parts A, B and C)	\$ 635,637.50
Confirm the number of calendar days to complete upon receipt of Notice to Proceed:					335/365 Days
Shall warrant all materials, labor and workmanship for the minimum period of:					1 Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					



Brown & Brown of Florida, Inc.
P.O. Box 2412
Daytona Beach, FL 32115-2412
P: (800) 877-2769
bbinsurance.com

April 5, 2022

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

Re: General Underground, LLC – Bond Prequalification Letter

To Whom It May Concern:

It has been the privilege of Brown & Brown of Florida, Inc., and Nationwide Mutual Insurance Company to provide surety bonds on behalf of General Underground, LLC since 2017. During that time, General Underground, LLC has performed exceptionally on our mutual projects and has no current or outstanding claim history. In our opinion, they remain properly financed, well equipped, and capably managed.

If a contract for this work is awarded to General Underground, LLC it is Nationwide Mutual Insurance Company's present intention to become surety on the 100% performance bond and labor and material bond required by the contract. Any arrangement for bonds required by the contract is a matter between General Underground, LLC and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Nationwide Mutual Insurance Company is favorable to supporting single projects in the amount of \$4,000,000 and aggregate up to \$8,000,000. Nationwide Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A+ (XV) by A.M. Best Company.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler DeBord', with a stylized flourish at the end.

Tyler DeBord CPCU, AFSB
Senior Vice President, Surety Practice Leader



Ron DeSantis, Governor

Halsey Beshears, 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

BROWN, CHRISTOPHER

GENERAL UNDERGROUND LLC
7650 NW 50TH ST
CHIEFLAND FL 32626

LICENSE NUMBER: CGC1518531

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
GENERAL UNDERGROUND, LLC

Filing Information

Document Number	L06000097134
FEI/EIN Number	20-5668413
Date Filed	10/04/2006
Effective Date	10/01/2006
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/06/2014
Event Effective Date	NONE

Principal Address

186 S Euclid ave
Lake Helen, FL 32744

Changed: 02/24/2021

Mailing Address

PO BOX 315
Lake Helen, FL 32744

Changed: 01/08/2021

Registered Agent Name & Address

BROWN, CHRIS
186 S Euclid ave
Lake Helen, FL 32744

Name Changed: 06/06/2014

Address Changed: 02/24/2021

Authorized Person(s) Detail

Name & Address

Title MGR

BROWN, CHRIS

186 S Euclid ave
Lake Helen, FL 32744

Annual Reports

Report Year	Filed Date
2019	04/30/2019
2020	06/05/2020
2021	04/27/2021

Document Images

04/27/2021 -- ANNUAL REPORT	View image in PDF format
06/05/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
02/13/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/22/2015 -- ANNUAL REPORT	View image in PDF format
06/06/2014 -- CORLCRACHG	View image in PDF format
01/28/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
01/30/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
01/13/2010 -- ANNUAL REPORT	View image in PDF format
07/28/2009 -- LC Amendment	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
11/04/2008 -- REINSTATEMENT	View image in PDF format
06/23/2008 -- LC Amendment	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
10/26/2006 -- LC Name Change	View image in PDF format
10/04/2006 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



THIS CERTIFIES THAT

General Underground, LLC

* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 237130; 237990

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/01/2021

Issued Date

FL01408

Certificate Number

09/01/2022

Expiration Date


NMSDC CEO and President


Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

BID BOND

Page 382 of

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 30th day of March, A.D. 2022, 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 Underground, LLC

CB
Signature
PRESIDENT
Corporate Officer & Title

ATTEST:

CB
Signature
CHRIS BROWN
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Kim Colbert
Anna C. Brownell

ATTEST:

n/a
Signature
n/a
Corporate Secretary (Affix Corporate Seal)

SURETY: Nationwide Mutual Insurance Company

[Signature]
Attorney-in-Fact (Signature)
Tyler D. DeBord, Attorney In Fact
Name & Title
Tyler D. DeBord W025075
Name of Local Resident Agent
Daytona Beach, FL 32114
City, State, Zip
386-239-5703
Telephone:
A.M. Best No.: 002358 NAIC No.: 23787

STATE OF Florida

COUNTY OF Volusia

Before me this day personally appeared Tyler D DeBord (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Nationwide Mutual Insurance Company (corporate surety) and that this person has been authorized by Nationwide Mutual Insurance Company (corporate surety) to execute the forgoing 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 30th day of March, 2022, by Tyler D DeBord, who is personally known to me or who produced _____ as identification.

Ashley Tyree
NOTARY PUBLIC - STATE OF

Type or print name:

ASHLEY TYREE

Commission No.:

Notary Public - State of Florida

Commission Expires:

My Comm. Expires 6/23/2023

Commission # GG331996

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

STEPHEN P. FARMER, PAMELA J. THOMPSON, TYLER D. DEBORD,
MAURICE D. YOUNGMAN III, RYAN P. ROTHROCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

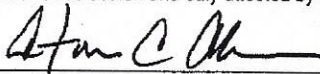
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

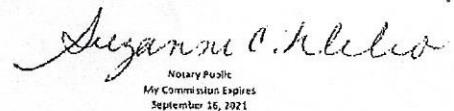
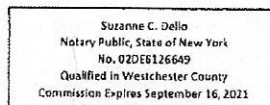


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

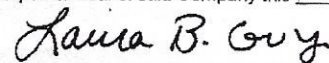


Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of March, 2022.



Assistant Secretary

EXHIBIT "3"

ITB 22-09

Consisting of 150 Pages

Not attached, on file with the City Clerk



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Budget Analyst

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

DATE: April 26, 2022

SUBJECT: Recommend award of construction contract to General Underground, LLC for ITB 22-09 Ridgewood Ave from Farmbrook Rd to Niver St. Watermain Improvements Project

REQUEST:

The Public Works & Utilities Department is requesting the City Council award the construction contract to General Underground, LLC in the amount of \$635,637.50. In addition, staff is requesting City Council to authorize an Unforeseen Conditions Allowance of \$50,000.00.

PURPOSE:

This water system improvements project is part of Public Utilities continued effort to upgrade the water distribution system in areas that have ageing and undersized systems and to extend the full life of our existing capital investments.

CONSIDERATION:

The existing water distribution system located along Ridgewood Avenue from Farmbrook Road to Niver Street is undersized for adequate fire protection and nearing the end of its service life cycle. The water mains along Ridgewood Avenue are undersized and flow rate capacities have been reduced due to internal pipe tuberculation.

The proposed water mains will be upsized, and hydrants will be added to provide adequate fire flow to meet the latest fire protection standards. Additionally, the water system valve logic will be improved to aid future system maintenance and system control during water main breaks and preventative maintenance activities.

An upgraded water distribution system along this section of Ridgewood may also help with redevelopment of this area. This project will consist of replacing and upsizing approximately 2,800 LF of aging 2" galvanized pipe water distribution mains with 6" PVC mains, adding fire hydrants, and replacing all existing water services from the water main to the customers water meter.

The project was bid in accordance with City policy. Two bids were received:
General Underground, LLC \$635,637.50
GPS Civil Construction, Inc. \$1,336,085.00

Work on this project is on underground piping, under the sidewalk, and in an older part of the city where there is limited availability of accurate as-built information. There exists a great possibility of many unforeseen/unanticipated conflicts and conditions in this work area. Therefore, staff is asking for an additional \$50,000 for unforeseen/contingency work that may arise as part of this contract. All additional unforeseen work must be justified and approved in writing by City Manager in accordance with Code of Ordinances prior to authorization to the contractor. Any unused unforeseen/contingency money would revert to the appropriate Fund Balance.

FUNDING:

Project WRP002

Fund: 405

Fund Name: Water & Sewer System

Cost Center: Water and Sewer

Spend Category: Water - Capital

Current Budget: \$700,000

Contract Amount: \$635,673.50

Unforeseen: \$50,000.00

RECOMMENDATION:

The Public Utilities Department recommends the City Council award the construction contract to General Underground, LLC in the amount of \$635,637.50. In addition, staff is requesting City Council to authorize an Unforeseen Conditions Allowance of \$50,000.00.

ANTICIPATED SCHEDULE:

- a) June 7, 2022, Council Approval
- b) Notice to Proceed for construction, approximately 60 days after Council Approval
- c) The project will be substantially complete 330 days from the Notice to Proceed date.

ATTACHMENTS:

- 1. ITB 22-09 Ridgewood Ave from Farmbrook Rd to Niver St. Watermain Improvements Project Bid Tabulation
- 2. Mead & Hunt Letter of Recommendation of Award
- 3. Notice of Intent to Award
- 4. General Underground, LLC Bid Submission



NOTICE OF INTENT TO AWARD

ITB #22-09

Ridgewood Ave and Farmbrook Rd Watermain Improvements

April 11, 2022

On April 8, 2022 Purchasing received two (2) bid submittals for ITB #22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements.

After review of the responses, City Staff has made a recommendation to award to the following firm:

General Underground, LLC

Respectfully Submitted,

Jennifer Cox
Purchasing Agent

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on April 14, 2022 at 4:00 p.m. E.S.T.



April 13, 2022

Junos Reed, P.E.
Engineering and Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

**RE: RIDGEWOOD AVE. & FARMBROOK RD. WATER MAIN IMPROVEMENTS
BID ITB #22-09**

Dear Junos,

The City received two (2) bids on the above referenced project on April 8, 2022. General Underground, LLC of Lake Helen, Florida was the low bidder with a bid totaling \$635,637.50 (bid tabulation attached). The other bidder was GPS Civil Construction, LLC of Ormond Beach with a bid totaling \$1,336,085.00.

We have worked with General Underground on several projects of a similar nature in the past and they have performed the work satisfactorily. Therefore, we recommend the City award this project to General Underground, LLC, in the amount of \$635,637.50.

Do not hesitate to contact the office if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew M. Giannini".

Andrew M. Giannini, PE
Senior Project Manager

AMG:bf

Attachment: Bid Tabulation



BID TABULATION

CITY OF PORT ORANGE

RIDGEWOOD WATER MAIN IMPROVEMENTS

FARMBROOK ROAD TO NIVER STREET

ITB# 20-16

				GENERAL UNDERGROUND Chiefland, FL		GPS CIVIL CONSTRUCTION Holly Hill, FL	
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL QUANTITY COST	EXTENDED COST	TOTAL QUANTITY COST	EXTENDED COST
A.	PRELIMINARY ITEMS						
1	Mobilization/Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 130,000.00	\$ 130,000.00
2	Pre-Construction Video	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
3	Locate & Expose Existing Utilities with Conflict Sketches	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 45,000.00	\$ 45,000.00
4	Erosion Control/Turbidity Control	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00
Part A Subtotal					\$ 50,500.00		\$ 200,000.00
B.	POTABLE WATER SYSTEM						
1	PVC Water Main (blue) (DR18) (w/all joints restrained)						
	a) 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	\$ 65.00	\$ 28,600.00	\$ 200.00	\$ 88,000.00
2	Water Main by Horizontal Directional Drill						
	a) 6" C-900 FPVC (3,230 LF shown)	3,400	LF	\$ 65.00	\$ 221,000.00	\$ 140.00	\$ 476,000.00
3	Resilient Seat Gate Valve & Box (with concrete collars)						
	a) 6"	13	EA	\$ 1,800.00	\$ 23,400.00	\$ 4,000.00	\$ 52,000.00
4	Tapping Sleeve						
	a) 8" x 6"	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
5	Insert Valve/Line Stop						
	a) 6" Insert Valve	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00
	b) 8" Insert Valve	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 16,500.00	\$ 16,500.00
	c) 2" Line Stop	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00
	d) 6" Line Stop	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
	e) 8" Line Stop	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 11,000.00	\$ 11,000.00
6	Tie-In (Fittings and Restraints)						
	a) 2" to 6"	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00
	b) 6" to 6"	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 12,000.00
7	DIP Fittings Add or Delete	3	TN	\$ 1,250.00	\$ 3,750.00	\$ 2,500.00	\$ 7,500.00
8	Water Services						
	a) 2"	14	EA	\$ 2,000.00	\$ 28,000.00	\$ 6,000.00	\$ 84,000.00
9	Blow Off Assembly	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 1,500.00	\$ 3,000.00
10	Water Meter "Cut-Overs"	18	EA	\$ 1,200.00	\$ 21,600.00	\$ 1,200.00	\$ 21,600.00
11	Remove Existing Fire Hydrant Assembly	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00
12	Furnish and Install Fire Hydrant Assembly	4	EA	\$ 6,000.00	\$ 24,000.00	\$ 7,500.00	\$ 30,000.00
13	2" Temporary Jumper (w/1" service) per parcel	18	EA	\$ 400.00	\$ 7,200.00	\$ 2,000.00	\$ 36,000.00
14	Cap or Plug, Grout Filling and Abandon Existing Water Main	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
15	Removal of Transite Pipe	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
16	Swab by "Pigging" New Water Main						
	a) 6"	3,670	LF	\$ 1.25	\$ 4,587.50	\$ 3.00	\$ 11,010.00
17	Unsuitable Material Excavation	100	CY	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00
18	Bulk Concrete	10	CY	\$ 350.00	\$ 3,500.00	\$ 150.00	\$ 1,500.00
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	\$ 50.00	\$ 5,000.00	\$ 100.00	\$ 10,000.00
20	Rock Excavation	10	CY	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00
Part B Subtotal					\$ 463,637.50		\$ 951,910.00
C	RESTORATION AND GENERAL ITEMS						
1	Open Cut and Repair Asphalt	150	SY	\$ 100.00	\$ 15,000.00	\$ 80.00	\$ 12,000.00
2	Concrete Pavement/Sidewalks						
	a) Driveways, 6" thick fibermesh	180	SY	\$ 70.00	\$ 12,600.00	\$ 80.00	\$ 14,400.00
	b) Sidewalks, 2,500 psi	320	SY	\$ 70.00	\$ 22,400.00	\$ 60.00	\$ 19,200.00
3	Concrete Curb (0 LF shown)	175	LF	\$ 40.00	\$ 7,000.00	\$ 25.00	\$ 4,375.00
4	ADA Detectable Surface	40	SF	\$ 150.00	\$ 6,000.00	\$ 30.00	\$ 1,200.00
5	Furnish and Install Sod						
	a) Bahia	500	SY	\$ 13.00	\$ 6,500.00	\$ 6.00	\$ 3,000.00
6	Maintenance of Traffic	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 90,000.00	\$ 90,000.00
7	Compliance with Florida "Trench Safety Act"	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 20,000.00	\$ 20,000.00
8	Layout, As-built and Record Drawing Preparation	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
Part C Subtotal				\$	\$ 121,500.00		\$ 184,175.00
TOTAL BID (Sum of Parts A, B and C)					\$ 635,637.50		\$ 1,336,085.00



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

March 28, 2022

ITB #22-09 RIDGEWOOD AVE AND FARBROOK RD WATERMAIN IMPROVEMENTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the ITB for the above referenced project dated March 11, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a bid and acknowledge such in the Bidder's submitted ITB documents.

A. CHANGES TO SPECIFICATIONS:

- Attachment A Bid Set – Specifications, Administrative Requirements Part 1 General, Item # 1.06, page 25 reads: “The CONTRACTOR agrees that the work shall be started not later than the date indicated in the “Notice to Proceed” and shall substantially complete all work within **180 calendar days**, with final completion within **30 days** of substantial completion.”
Attachment A Bid Set – Specifications, Administrative Requirements Part 1 General, Item # 1.06, page 25 is hereby modified to read: “The CONTRACTOR agrees that the work shall be started not later than the date indicated in the “Notice to Proceed” and shall substantially complete all work within **335 calendar days**, with final completion within **30 days** of substantial completion.”
- Attachment A Bid Set – Specifications, Administrative Requirements Part 1 General, Item # 1.06 A., pages 25 – 26 is hereby removed as no liquidated damages will be imposed.

B. CLARIFICATIONS

Attached are the 2 permits for the project. The FDOT permit will be extended by the City. The permits for this project will be obtained by the City, not the Contractor.

C. QUESTIONS AND ANSWERS:

Question No. 1: What is the Engineer's Estimate on this Project?

Answer: \$750,000.00

Question No. 2: Are there liquidated damages?

Answer: No, please see Item A: CHANGES TO SPECIFICATIONS above.

Jen Cox, Purchasing Agent
jcox@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #22-09 RIDGEWOOD AVE AND FARBROOK RD WATERMAIN IMPROVEMENTS remains unchanged.

END OF ADDENDUM NO. #1

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the Healthiest State in the Nation

August 24, 2020

Notification of Acceptance of Use of a General Permit

Permittee:

City of Port Orange
Attn.: Junos Reed, P.E.
Engineering & Construction Mgr.
1395 Dunlawton Ave.
Port Orange, FL 32129
jureed@port-orange.org
andrew.giannini@meadhunt.com

Permit Number:

0128020-379-DSGP

Issue date:

August 24, 2020

Expiration Date:

August 23, 2025

County:

Volusia

Project Name:

City of Port Orange
Ridgewood Ave. Water Main
Improvements

Water Supplier:

City of Port Orange

PWS ID:

3641044

PWS Type:

Community

Dear Mr. Reed:

On July 26, 2020, the Volusia County Health Department (Department) received a "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" [DEP Form No. 62-555.900(7)], under the provisions of Rule 62-4.530 and Chapter 62-555, Florida Administrative Code (F.A.C.). The proposed project includes the construction of approximately 3,593 linear feet (LF) of 6-inch Fusible PVC water main, and 57 LF of 6-inch PVC water main and associated fittings, services, valves, and appurtenances, and 4 hydrants, to replace an undersized water main that is approaching the end of its service life. The new main will connecting to an existing 8-inch water main and an existing 6-inch water main. The project is along Ridgewood Ave., from approximately 700-ft south of Farmbrook St. to Niver St., Port Orange, Volusia County, Florida.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule 62-555.405, F.A.C., all applicable rules in Chapters 62-4, 62-550, 62-555, F.A.C., and the General Conditions for All General Drinking Water Permits (found in 62-4.540, F.A.C.).

The permittee shall comply with all sampling requirements specific to this project. These requirements are included for review and implementation.

Pursuant to Rule 62-555.345, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. 62-555.900(9)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Florida Department of Health in Volusia County

Environmental Health • Engineering
121 W. Rich Ave.
DeLand, FL 32720
PHONE: 386-624-0483 • FAX: 386-736-5433

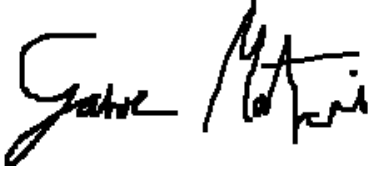


Accredited Health Department
Public Health Accreditation Board

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form [62- 555.900\(8\), F.A.C.](#), with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule [62-4.030, F.A.C.](#)

Sincerely,

A handwritten signature in black ink, appearing to read "Gabor Matrai". The signature is stylized with a large initial "G" and a long horizontal stroke.

Gabor T. Matrai, P.E.
Professional Engineer II
Volusia County Health Department

Instructions for Clearing Water Mains

To obtain a clearance from this office, upon completion of the project the following items must be submitted to the Department:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form [62-555.900\(9\)](#) “*Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation*” and a copy of this general permit notification.

2) Record Drawings, if deviations were made

Submission of the portion of record drawings showing deviations from the VCHD construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings).

3) Bacteriological Results

Copies of satisfactory bacteriological analyses (a.k.a. Water Main Clearance), taken within 60 days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules [62-555.315\(6\)](#), [62-555.330](#) and [62-555.340](#), F.A.C. and American Water Works Association (AWWA) Standard C 651-92 as follows:

- The proposed main at all points of connection to the existing main;
- At all terminal ends of the proposed water mains;
- On straight run of pipes between two isolation valves. The maximum interval between two sampling locations shall be 1,200-ft. Per AWWA C651, no hydrants shall be used for sampling;
- Beginning and end of lines for each segment to be partially completed.

*All bacteriological sampling points shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings **clearly indicated** on the report. A sketch or description of all bacteriological sampling locations must also be provided. Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.*

For further clarification contact:

Gabor Matrai, P.E. (386) 274-0696
or e-mail at Gabor.Matrai@flhealth.gov

UTILITY PERMIT

PERMIT NO: 2020-H-591-00215

STATE ROAD INFORMATION

County: Volusia	Section: 79010000	State Road No: SR 5	Beginning Mile Post: 25.549	Ending Mile Post: 25.549
---------------------------	-----------------------------	-------------------------------	---------------------------------------	------------------------------------

APPLICANT INFORMATION

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.1(4) of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

<u>Utility Agency/Owner (UAO)</u>		<u>Utility Builder (only applicable when the UAO is a City or County)</u>	
Name:	<u>City of Port Orange</u>	Name:	_____
Contact Person:	<u>City of Port Orange</u>	Contact Person:	_____
Address:	<u>1000 City Center Circle</u>	Address:	_____
City:	<u>Port Orange</u>	City:	_____
State:	<u>Florida</u>	State:	_____
Zip:	<u>32129</u>	Zip:	_____
Telephone:	<u>3865065754</u>	Telephone:	_____
Email:	<u>kho@port-orange.org</u>	Email:	_____

WORK DESCRIPTION

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

Construction of 6" potable water main by directional bore and conventional excavation.

Utility Work No: _____

Additional sheets are attached and are incorporated into this permit Yes ☐ No ☒

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13) Yes ☐ No ☐

TRAFFIC CONTROL (TCP)

☒ The TCP will comply with the following 600 series index(es) 611, 613, 660, 612, 600

☐ A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: TBD Telephone: _____ Email: _____

COMMENCEMENT OF WORK

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: 10/1/2020

Calendar days needed to completed: 300

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020

UTILITY PERMIT**PERMIT NO:** 2020-H-591-00215**APPLICANT SIGNATURE**

By the below signature(s) the UAO and/or Utility Builder agree(s) to construct, operate, and maintain the work as noted in the above Work Description, shown in plans and incorporated documents, in compliance with the UAM, all instructions noted in the FDOT Special Instructions Box, and special instructions incorporated into this permit. The UAO and/or Utility Builder declares, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans of the work areas. In accordance with UAM Section 2.8, the UAO and/or Utility Builder further declares that a letter of notification was delivered to the owners of other facilities within the work areas and that those listed below are the only facility owners known to be involved or potentially impacted by the proposed work.

Date Notified:	Name of other facility owners (attach additional sheets if necessary).
<u>2/14/2020</u>	<u>AT&T</u>
<u>2/14/2020</u>	<u>Century Link</u>
<u>2/14/2020</u>	<u>Charter</u>
<u>2/14/2020</u>	<u>FPL Distribution</u>
<u>2/14/2020</u>	<u>FPL Transmission</u>

Utility Agency/Owner

Utility Builder (when applicable)

Signature: Junos Reed (digital signature) Date: 8/3/2020
 Name (printed): Junos Reed
 Title: _____

Signature: _____ Date: _____
 Name (printed): _____
 Title: _____

FDOT PROJECT INFORMATION

Pursuant to UAM Section 2.1(10), the utility work is within FDOT projects listed below and must have a Utility Work Schedule for each project approved prior to commencement of work within the FDOT project limits:

There are NO FDOT constructions (proposed or underway).
This work is NOT related to an approved utility work Schedule.

FDOT SPECIAL INSTRUCTIONS

In accordance with UAM Section 2.7, FDOT incorporates the below and attached special instructions into this permit.

Additional FDOT Special Instructions are attached and incorporated into this permit. Yes ☐ No ☒

PERMIT APPROVAL

By signature below, FDOT gives permission to the UAO and/or Utility Builder to construct, operate, and maintain the utilities indicated in this Utility Permit in compliance with the UAM, all incorporated documents, and special instructions. Any changes to the approved work must be approved by the FDOT's Approving Engineer and attached and incorporated into this permit in accordance with UAM Section 2.11.

Approving Engineer: Yougens Pierre (digital signature) Date: 9/3/2020
 Name: Yougens Pierre
 Title: MAINTENANCE PROJECT MANAGER III

Notification of Utility Work to be provided to: Telephone (386) 740-3420 ext. _____ or Email: christopher.engels@dot.state.fl.us

An FDOT Representative is required to be present on the worksite prior to commencement of work. Yes ☒ No ☐
 Rep. Name: Christopher Engels Telephone 3867403420 Email: christopher.engels@dot.state.fl.us

Approved
 2020-H-591-00215
 Yougens Pierre
 9/3/2020

Florida Department of Transportation
UTILITY PERMIT

December 14, 2016

PERMIT NO: 2020-H-591-00215

CERTIFICATION

I, the undersigned UAO and/or Utility Builder, hereby CERTIFY that the utilities were constructed and inspected in compliance with the UAM all incorporated documents, and special instructions. Pursuant to UAM Section 2.11, all changes have been approved by the FDOT's Approving Engineer and incorporated into this permit along with all other material certifications, test results, bore logs, approved plans changes, as-built plans or other required documentation.

I also CERTIFY that work began on _____ and was completed on _____ and that the area was left in as good or better condition than when the work began.

Utility Agency/Owner

Utility Builder (when applicable)

Signature: _____ Date _____

Signature: _____ Date _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

FINAL INSPECTION OF WORK

☐ The work was inspected and found to be in non-compliance as noted below:

☐ All issues of non-compliance listed above have been brought into compliance and/or FDOT has no outstanding issues that need to be addressed by the UAO and/or Utility Builder. However, this final inspection does not release the UAO and/or Utility Builder of their continuing responsibilities pursuant to Rule 14-46.001, the UAM, all incorporated documents, and special instructions.

FDOT Inspector: _____ Date: _____

Name: _____

Title: _____

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020

PERMIT NO.: 2020-H-591-00215

STATE ROAD INFORMATION:

NAME OF OTHER FACILITY OWNERS / DATE NOTIFIED:

Facility Name: TECO, Date Notified: 2/14/2020

FDOT PROJECT INFORMATION:

There are NO FDOT constructions (proposed or underway).
This work is NOT related to an approved Utility Work Schedule.

THE WORK WAS INSPECTED AND FOUND TO BE IN NON-COMPLIANCE AS NOTED BELOW:

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020



ITB #22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements

April 8, 2022 @ 2:30 PM

BID TABULATION

ITEM #	DESCRIPTION	General Underground, LLC	GPS Civil Construction, Inc.
1	Ridgewood Ave and Farmbrook Rd Watermain Improvements	\$635,637.50	\$1,336,085.00

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

"Attachment A" BID SET – Specifications

RIDGEWOOD AVENUE AND FARMBROOK ROAD WATERMAIN IMPROVEMENTS

Drawings & Specifications can be found on the City of Port Orange website. See link for attachment of documents: <https://www.port-orange.org/bids.aspx>

"Attachment A" ITB 22-09 Bid Set - Specifications for RIDGEWOOD AVENUE AND FARMBROOK ROAD WATERMAIN IMPROVEMENTS



ITB #22-09

Prepared by: Jennifer Cox, Purchasing Agent

Release Date: November 12, 2020

Bid Due Date & Time: , 2022 @ 2:30 PM

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org

TABLE OF CONTENTS
CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN IMPROVEMENTS
FARMBROOK ROAD TO NIVER STREET BID
NO. 22-09

Section

Title

DIVISION 1 – GENERAL REQUIREMENTS

01 00 00	General Requirements
01 11 00	Summary of Work
01 20 00	Price and Payment Procedures
01 29 73	Schedule of Values
01 30 00	Administrative Requirements
01 31 19	Project Meetings
01 32 16	Construction Progress Schedules
01 32 33	Photographic Documentation
01 33 23	Shop Drawings, Product Data and Samples
01 35 13	Special Project Procedures
01 41 00	Regulatory Requirements
01 45 29	Testing Laboratory Services
01 54 00	Construction Aids
01 57 13	Temporary Erosion and Sedimentation Control
01 58 00	Project Identification
01 60 00	Product Requirements
01 71 13	Mobilization
01 74 00	Cleaning and Waste Management
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents

DIVISION 2 – EXISTING CONDITIONS

02 41 13.23	Utility Line Removal
-------------	----------------------

DIVISION 3 – CONCRETE

03 30 00	Cast In Place and Poured Concrete
----------	-----------------------------------

DIVISION 31 – EARTHWORK

31 23 00	Excavation and Fill
31 23 19	Dewatering

DIVISION 33 - UTILITIES

33 01 00	Operation and Maintenance of Utilities
33 01 12	Inspection and Testing of Water Utilities
33 05 05.31	Hydrostatic Testing

33 05 07.13 Utility Directional Drilling
33 05 31.19 Fusible Polyvinyl Chloride Pipe
33 14 00 Water Utility Transmission and Distribution

DIVISION 40 – PROCESS INTERCONNECTIONS

40 05 78.11 Air Release Valves for Water Service

**REFER TO LATEST VERSION OF FDOT STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION FOR SECTIONS NOT INCLUDED HEREIN**

END OF TABLE OF CONTENTS

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 11 00: Summary of Work.
- B. Work Included:
 - 1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
 - 2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
 - 3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.
- C. Public Utility Installations and Structures:
 - 1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other

governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.
5. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with,

or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.
- B. Supplementary Drawings:
 1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished an electronic copy of the plans and project manual.
 2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.
- C. Contractor to Check Drawings and Data:
 1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take

advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.
- D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.
- E. Intent:
1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

- A. Manufacturer:
1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
 2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.
2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.
2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.
4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.
3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.
2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Contract is for the construction of the **RIDGEWOOD WATER MAIN IMPROVEMENTS FARMBROOK ROAD TO NIVER STREET**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Replacement of approximately 3,400 LF of 2" galvanized pipe or cast-iron pipe and all associated fittings, valves, and fire hydrants with 6" polyvinyl chloride (PVC) piping via direct bury and shallow Horizontal Directional Drill (HDD) methods. Also includes installation of new water service lines and replacement of existing service lines.

- B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

- A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.
- B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.
- C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.
 - 1. Clearing and grubbing.
 - 2. Excavation, including necessary pavement base removal.
 - 3. Shoring and sheeting.
 - 4. Dewatering and disposal of surplus water.
 - 5. Structural fill.
 - 6. Backfill.
 - 7. Grading.
 - 8. Replacement of unpaved roadways, grass, and shrubbery plots.
 - 9. Cleanup.
 - 10. Testing and placing system in operation.
 - 11. Any material and equipment required to be installed and utilized for the test.
 - 12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
 - 13. Maintaining the existing quality of service during construction.
 - 14. Appurtenant work as required for a complete and operable system.
 - 15. Maintaining or detouring or traffic.
- D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Mobilization/Demobilization

BID ITEM A1

The lump sum to complete this item shall be full compensation for the preparatory work and operations in mobilizing for beginning work on the Project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of field office, building, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and state and local laws and regulations; and any other pre-construction expense

necessary for Work; the cost of field engineering including disposal of cleared and grubbed material and debris, permits and fees, construction schedules, project signs, shop drawings, temporary facilities, laydown storage area, construction aids, erosion control, work associated with contractor support during Owner/Engineer reviews and inspection, re-inspections, and any other re-work resulting from same, cleaning, operation and maintenance data, and for all other work required for demobilization. The contractor shall submit invoices substantiating the cost of mobilization and demobilization with each pay request. Ten percent (10%) for the cost of mobilization and demobilization will be withheld until acceptance and final payment.

2.02 Pre-Construction Video

BID ITEM A2

The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications. Construction work shall not start until DVD's are delivered and approved by the project representative.

2.03 Locate and Expose Existing Utilities (w/ Conflict Sketches)

BID ITEM A3

Payment will be made at the contract lump sum price for field locating, exposing and identifying all utilities in advance of pipe installation. The unit price shall be full compensation for all coordination, equipment, labor and all other incidental items necessary to complete the work. After exposing and identifying utilities (and prior to construction), any potential conflicts with the proposed project work shall be identified and submitted in the form of a Conflict Sketch. The sketch shall include the Contractor's proposed solution to avoid the conflict. The solution must be reviewed and approved by the City's project representative prior to the Contractor implementing it.

2.04 Erosion Control/Turbidity Control/ NPDES Permit Requirements

BID ITEM A4

Payment will be made at the contract lump sum price for implementation and maintenance of erosion and turbidity control measures as shown on the plans, described in the specifications and/or directed in the field. This price includes all silt fencing, staked & floating turbidity barriers, sediment traps, inlet protection devices, synthetic bales, temporary sodding, equipment, labor and all other incidental items. This pay item also includes the cost of obtaining coverage under the NPDES Construction Generic Permit and preparation of a Stormwater Pollution Prevention Plan (SWPPP).

2.05 PVC Water Main with all joints restrained

BID ITEM B1

Payment shall be made at the contract unit price per lineal foot as measured along the centerline of pipe from its origination point to the end of the pipe. The unit price shall be full compensation for all dewatering, excavation, backfill, compaction, and testing, materials, fittings, restrained joints, equipment, labor, marker tape, tracer wire, successful hydrostatic testing, and satisfactory bacteriological testing (water lines only), right-of-way restoration where separate items (driveways, sodding, etc.) are not paid for separately and all items necessary to complete installation of the restrained joint pipe, fittings, valves, etc. Linear foot unit prices for water lines shall also include the cost of restraining all joints.

2.06 Water Main by Horizontal Directional Drill

BID ITEM B2

Payment shall be made at the contract unit price per linear foot as measured along the centerline of pipe from its origination point to the end of the pipe. The unit price shall be full compensation for all directional drilling and testing, materials, restrained joints, equipment, labor, locator wire, location wire "continuity testing", successful hydrostatic testing, right-of-way restoration including sodding of all construction related disturbed areas where separate items (driveways, etc.) are not paid for separately and all items necessary to complete installation of the pipe. SDR11 HDPE pipe shall be DIP dimensioned outside diameter with blue stripe. Fusible PVC shall be C900.

2.07 Resilient Seat Gate Valve & Box with Concrete Collars

BID ITEM B3

Payment will be made on each installation at the applicable unit price for the installation of each resilient seat gate valve and valve box with collar as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of valve box to final grade and shall include restrained joint attachment of valve to adjacent fittings as part of this unit price.

2.08 Tapping Sleeve

BID ITEM B4

Payment shall be made at the contract price for each tapping sleeve installed per manufacturer recommendations and City standards. The contract price shall be full compensation for all materials, equipment and labor required to complete the installation in accordance with the drawings and specifications. The contractor shall hand locate and measure all existing mains to be receiving tapping sleeves prior to ordering.

2.09 Insertion Valve/Line Stop

BID ITEM B5

Payment shall be made at the applicable Unit Price for furnishing all plant, labor and material including excavation, and valve box for complete installation of each insertion valve or line stop installed as shown on the plans or directed by the Owner's representative. Payment shall be full compensation for all material, labor, and equipment to provide a complete working valve. The valve shall be manufactured by Team Industries, Alvin Texas or approved equal. Line stops shall be temporarily installed as needed for water tie-ins and stoppage of flow. All fasteners shall be 315 stainless steel.

2.10 Tie-Ins

BID ITEM B6

Payment will be made at the applicable contract price for the cost of each "tie-in" performed. The unit price will be full compensation for all materials and labor required to satisfactorily accomplish this item as detailed in the plans and specifications. Valves for tie-ins are paid by separate pay item. Connections utilizing tapping sleeves are not considered a tie-in, and area paid under a separate item.

2.11 Ductile Iron Fittings – Add or Delete

BID ITEM B7

Payment will be made at the contract unit price for the installation of ductile iron fittings over and above the fittings shown in the plans or described in the specifications. This item is included to cover costs for additional fittings that may be required to perform horizontal or vertical adjustments/modifications to the proposed pipeline routing shown on the plans due to field conditions. The unit price shall be full compensation for fittings, adaptors, restraining devices (at both ends of fitting), equipment, labor and all other incidental items necessary to complete the installations.

2.12 Water Services

BID ITEM B8

Payment will be made at the contract unit price for all materials, equipment and labor required to provide and install the service connections per City detail. The connections shall be installed at the sizes and locations directed in the field. The Contractor shall provide and install ductile iron fittings or double strap service saddle, tap, corp. stop, blue polyethylene tubing, and of meter boxes are unusable, lockable curb stop in accordance with City subdivision standard details and as shown on the plans, meter boxes shall be supplied by City (for contractor installation) in new areas at no cost to contractors. The unit prices for services shall remain the same regardless of the right-of-way width the service is installed in or the length of the service. Cut over of new services to existing meters shall be paid under a separate pay item. Two inch water services do not include use of a 2" AWWA gate valve at the tap as it is paid for as a separate pay item. Water service assemblies include all installation and restoration items including but not limited to poly tubing, brass goods, and directional drilling if used. Cut-overs, Blow-offs and valves are paid as separate items. Replacement of services with new poly tubing shall reuse existing brass goods and include cut-over to existing meters.

2.13 Blow Off Assembly

BID ITEM B9

Payment will be made on each installation at the applicable unit price for the installation of each blow off assembly as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of box to final grade.

2.14 Water Meter "Cut-Overs"

BID ITEM B10

Payment will be made on each new installation at the applicable unit price for the "cut over" of each water meter as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of the existing meter box to final grade. Meters on lines greater than 2" shall be paid under "tie-ins". This item shall not be paid for poly replacement services.

2.15 Remove Existing Fire Hydrant Assembly

BID ITEM B11

Payment will be made at the applicable unit price for all materials, labor and equipment required to remove existing fire hydrants and cap or plug the existing pipe for proper abandonment as indicated on the plans. Removed fire hydrants and I.D. tags shall be turned over to City forces.

2.16 Furnish and Install Fire Hydrant Assembly

BID ITEM B12

Payment of the applicable unit price shall be full compensation for furnishing all plant, labor and material, including tee, valve box and valve, for installation of complete City standard fire hydrant assemblies tested and in operation as shown on the contract standard details sheet. This item includes the use of hydrant extensions to bring the hydrant to the proper elevation with respect to the final field grade at the hydrant location, and painting of hydrant to City standard color.

2.17 2" Temporary Jumper (w/ 1" Service) Per Each Parcel

BID ITEM B13

Payment will be made at the applicable unit price per lot for all materials, labor and equipment required for the satisfactory completion of a segment across each property parcel of 6"-8" earthen covered 2" PVC or HDPE temporary water jumper with a temporary 1 inch HDPE service as directed by the Engineer, where field conditions require its use to construct new water lines or sewers. Cost includes a thorough flushing of jumper and services prior to "cut-over" to jumper of individual services and verification of a positive chlorine residual prior to "cut-over". The cost for this "cut-over" shall be contained in this item cost. Also contained in this pay item is the cost to tie the jumper into the existing system and disconnect the existing system (cap or plug) for removal.

2.18 Cap or Plug, Grout Filling and Abandon Existing Water Main

BID ITEM B14

Lump sum payment shall be made for satisfactory plugging or capping, grout filling as shown on the plans of all water mains abandoned or shown to be capped or plugged. All existing mains 2" or less shall be capped and abandoned in place. Mains larger than 2" shall be capped, pressure grouted and abandoned water main. This item includes lean grout, temporary blocking and capping of lines, segmentation into work segments for grouting, grouting in the presence of construction representative and filling with at least 90% by volume of the calculated interior volume of the pipe to be grouted. No payment shall be made for this item if not witnessed by the construction representative or if the grouted pipe is not 90% filled by volume.

2.19 Removal of Transite Pipe

BID ITEM B15

Lump sum payment will be made for transite pipe removed and disposed of in accordance with existing OSHA Federal and State requirements. This item is included for the areas where the asbestos concrete pipe must be removed for installation of the new mains. Payments shall be full compensation for the proper removal, disposal, compaction of trench line to 95% of modified proctor, all in accordance with contract plans and specifications.

2.20 Swab by Pigging New Water Main

BID ITEM B16

Payment will be made at the contract unit price for swabbing (cleaning) potable water mains by "pigging". The unit price shall be full compensation for pigs, installation of pig-launchers/receivers, materials, surface restoration, equipment and labor and all other incidental items necessary to complete the work.

2.21 Unsuitable Material Excavation

BID ITEM B17

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

2.22 Bulk Concrete

BID ITEM B18

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

2.23 Crushed Rock or Shell Trench Subgrade Material

BID ITEM B19

Where field conditions necessitate the provision of select subgrade material, payment will be made at the contract unit price per cubic yard for approved crushed rock or shell material placed in trench or structure excavations if so directed by the Engineer. Payment will be made only when placement of material is directed by the Engineer.

2.24 Rock Excavation

BID ITEM B20

Payment shall be made at the applicable unit price when, in the Engineers opinion, field conditions indicate the necessity for removing rock from trench excavations; and where such excavations require the removal of rock as determined by the Engineer, and replacement with suitable material, payment shall be made at the applicable unit price per cubic yard for such rock removed and replaced with clean fill upon the basis of in place measurement of the cemented "rock" material removed. Payment shall not be made for trench widths wider than six (6) feet, or in areas where the material removed can be "co-mingled" with other backfill above the pipe envelope with the backfilling operation.

2.25 Open Cut and Repair Asphalt

BID ITEM C1

Payment will be made at the contract unit price for removal and replacement of asphaltic concrete roadways as shown on the plans and described in the specifications. Work shall meet the requirements of FDOT, Volusia County and City of Port Orange as required. The unit price shall be full compensation for saw-cutting, removal & disposal of existing asphalt & base, installation of new asphalt & base, compaction, tack coats, testing, equipment, labor and all other incidental items necessary to complete the repair as shown on the plans. Unit prices also include the restoration of pavement striping/markings and reflective pavement markers (RPM's). This pay item includes as "incidental", the temporary installation of RAP (recycled asphalt product) in disturbed areas if directed by City.

2.26 Concrete Pavement/Sidewalks

BID ITEM C2

Payment will be made at the contract unit price for removal and replacement of concrete driveways and sidewalks as shown on the plans and described in the specifications. The unit price shall be full compensation for removal & disposal of existing driveways, grading, formwork, compaction, concrete, brick borders, water, reinforcement, jointing, scoring, finishing, testing, equipment, labor and all other incidental items necessary to complete the construction as shown on the plans. This item includes the restoration/reconstruction of any disturbed pedestrian ramps. Reconstructed ramps shall include detectable warning surfaces and be constructed to meet current standards.

2.27 Concrete Curb

BID ITEM C3

Payment will be made at the contract unit price for removal and replacement of concrete curbing as shown on the plans and described in the specifications. The unit price shall be full compensation for saw-cutting, removal & disposal of existing concrete curb, grading, formwork, compaction, cement, water, reinforcement, jointing, finishing, testing, equipment, labor and all other incidental items necessary to complete the construction as shown on the plans.

2.28 ADA Detectable Surface

BID ITEM C4

Payment will be made at the applicable unit price for installation of ADA Detectable Surfaces as shown on the plans. The unit price will be full compensation for all materials, labor, equipment surface preparation and incidentals necessary to complete installation in accordance with the plans, specifications and FDOT Index #304.

2.29 Furnish and Install Sod

BID ITEM C5

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

2.30 Maintenance of Traffic

BID ITEM C6

Payment will be made at the contract lump sum price for maintenance and control of traffic within the project area and adjacent roadways throughout the duration of the project construction work. This price includes the preparation, submittal and costs involved in obtaining approvals/permits for all site-specific traffic control plans as required by FDOT, Volusia County and City of Port Orange. The price also includes the full cost of implementing the traffic control plans including all traffic control devices, signage, barricades, variable message boards, flagmen, temporary striping/removal, equipment, labor and all other incidental items.

2.31 Compliance with Florida "Trench Safety Act"

BID ITEM C7

Lump sum payment will be made based on the contractor's full and complete compliance with the State of Florida Trench Safety Act. Payment shall be made as a percentage of this item based on the percent of overage utility installation work completed.

2.32 Layout, As-built and Record Drawing Preparation

BID ITEM C8

Lump sum payment will be made based on delivery to the Engineer of a suitable (as determined by the Engineer) Contractor prepared "red lined" "record" drawing. The "red lined" record drawing shall show the top elevations and horizontal locations of the water lines with respect to the right-of-way lines or other "known features" for the project length. "Known features" are power poles, property corners, or other features which are not easily lost or susceptible to damage, removal or relocation. All water valves and services as well as fire hydrants shall be located horizontally to "known features" using three way horizontal dimensional "ties" to allow easy recovery of the service locations at a later date. Monthly "red lined" "record drawings" shall be submitted with each pay estimate on which the Engineer shall rely to ensure the "pay items" are constructed in accordance with the design locations and elevations. Progress payments submitted without updated partial "red lined" "record drawings" to document work constructed that pay period shall be a basis for rejection of the pay request until such time as the "red lined" "record drawings" of work completed immediately prior to the current progress pay period are submitted with the pay requests. "Red lined" "record drawings" shall be neat and clearly readable. Utility "record drawings" shall be on a clean and legible set of plan sheets and shall be signed and dated by a principal of the Contractor's firm attesting to the accuracy of the "red lined" "record drawings".

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.
2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.
3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.
4. Name and address of Contractor.
5. Contract designation.
6. Date of submission.

- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

- C. Identify each line item with the number and the title of the respective section of the Specifications.
- D. For each major item of the Work, list sub-values of major products or operations under the major item.
- E. For the various portions of the Work:
 - 1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.
 - b. The total installed value.
- F. Round off figures to nearest dollar amount.
- G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.
- H. For each item which has an installed value of more than \$15,000, provide a breakdown of costs to list major products or operations under each item.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.
- B. The unit values for the materials shall be broken down into:
 - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - 2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.
- C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

- D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

- A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.
- B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

- 1.01 The CONTRACTOR shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand, or other material from the lines of the work before the excavation is refilled except upon direction of the ENGINEER. The provisions of this paragraph shall not be construed as relieving the CONTRACTOR of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.
- 1.02 From investigations, including surveys made at the site, it is assumed that physical conditions are approximately as indicated on the drawings, but the nature of the materials below the surface, the depth to satisfactory foundations, or the stability of beds or banks or quantity of groundwater are not guaranteed.
- 1.03 Where reference is made within these documents to government specifications, or those of well known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.
- 1.04 The CONTRACTOR shall take all necessary precautions to prevent damage to existing City utilities which are to remain in service during any of his construction operations. Should such utilities be damaged by the CONTRACTOR, he shall be required to replace, or repair same, to the satisfaction of the ENGINEER, at no additional cost to the OWNER.
- 1.05 Certain information regarding the reputed presence, size, character, and location of existing underground structure, pipes and conduits has been shown on the contract drawings. The location of underground structures shown may be inaccurate, and other obstructions than those shown may be encountered. The CONTRACTOR distinctly agrees that the ENGINEER and the OWNER are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given; or on account of insufficiency or absence of information regarding obstructions either revealed or not revealed by the drawings; and that he shall have no claim for relief from any obligation or responsibility under this Contract, in case the location, size or character of any pipe or other underground structure is encountered that is not shown on the drawings.
- 1.06 The CONTRACTOR agrees that the work shall be started not later than the date indicated in the "Notice to Proceed" and shall substantially complete all work within **180 calendar days**, with final completion within **30 days** of substantial completion.
- A. The CONTRACTOR further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the

completion time stipulated above, the sum of **One Thousand Dollars (\$1,000)** per day shall be deducted by the OWNER from monies due the CONTRACTOR, not as a penalty but as liquidated damages. If the CONTRACTOR is declared in default in accordance with the provisions of the specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the CONTRACTOR or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the CONTRACTOR or his Surety, then such excess shall be paid to the OWNER by the CONTRACTOR or his Surety.

- 1.07 The City shall provide reference points as shown on the plans. CONTRACTOR shall be responsible for having a land surveyor registered in the State of Florida and approved by the ENGINEER lay out the work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the ENGINEER. CONTRACTOR shall report to ENGINEER whenever such reference point is lost or destroyed or required location because of necessary changes in grades or locations, and the CONTRACTOR shall be responsible for replacement or relocation of such reference points by professionally qualified personnel, registered in the State of Florida and approved by the ENGINEER.
- 1.08 At least 30 days prior to the first progress payment request, the CONTRACTOR shall submit to the OWNER a schedule of anticipated draws, which estimates as accurately as possible the amount of the anticipated "work in place" which will be completed each month. Failure to comply may result in delay in payment, as funds from several sources customarily serve as the project funding source.
- 1.09 All dewatering and pumping necessary to accomplish the work of this Contract shall be performed by the CONTRACTOR at no extra or additional cost to the OWNER. Any permits required shall be the responsibility of the CONTRACTOR.
- 1.10 Examination of Contract Documents and Site. Before submitting a Bid, each CONTRACTOR must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work, (c) familiarize himself with federal, state and local laws, ordinance, rules, and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 1.11 Attention is directed to the requirements of the following agencies with regard to permits and construction requirements within their jurisdiction.
 - A. City of Port Orange
 - B. Volusia County Health Department Permit
 - C. DEP Wastewater Collection/Transmission System Permit
 - D. NPDES Stormwater (by Contractor)

- E. The OWNER will make necessary application for permits or permit exemptions to construct such facilities. It shall be, however, the responsibility of the CONTRACTOR to construct the facilities in strict accordance with the requirements of the above-mentioned agencies, and no extra or additional payments will be made by the OWNER for this work.
- 1.12 Construction shall be limited to weekday “day light” working hours. No “weekend”, “night time”, or “holiday” work shall be performed without obtaining permission in advance from the Project Engineer. Certain non-essential items such as clean up, seeding and mulching, sodding, some well pointing operations, saw cutting of pavement, etc. may be performed by the CONTRACTOR during the above times by giving the Project Engineer “Advance Notice” of such operations. The Prime CONTRACTOR shall establish the “normal (40 hour)” work week and all subcontractors shall work only during this “normal (40 hour)” work week to allow the Project Engineer’s Representative to observe the contract work during this “normal (40 hour)” work week. Any weekend, nighttime, or holiday work permitted to be performed by the CONTRACTOR shall be by agreement of both the ENGINEER and the City. Such work shall be performed in the presence of the ENGINEER’s Project Representative, paid for and scheduled at least 48 hours in advance of the activity planned. The fee shall be \$500 per inspector per day or any portion thereof, paid in advance directly to the ENGINEER. The fee shall only cover the activities the ENGINEER can reasonably inspect with one person. The ENGINEER solely reserves the right to determine the number of inspectors required for the number of CONTRACTOR’s crews working outside of the normal 40-hour work week.
- 1.13 The CONTRACTOR is responsible for recording a copy of the Payment and Performance Bond in the Official Records of Volusia County, Florida and shall provide copies of the recorded documents to the ENGINEER prior to the issuance of the “Notice to Proceed”. The CONTRACTOR shall be responsible for paying all costs associated with the recording of these documents and no contract payment shall be made to the CONTRACTOR for this item.
- 1.14 The CONTRACTOR acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.
- 1.15 The proposed work indicated on the project plans may require adjustment in the field due to conflicts or field conditions. Field changes which do not substantially alter the character of the work shall not be grounds for the issuance of the change order.
- 1.16 Construction materials may be stockpiled. All arrangements and costs incurred are the responsibility of the CONTRACTOR. Prior to making arrangements with individual property owners, the CONTRACTOR shall indicate to the City and the ENGINEER which sites have been targeted for material storage. The City reserves the right to approve or disapprove the proposed locations. The CONTRACTOR shall provide a notarized written letter from the property owner approving use of the property by the property owner prior to using the property.

- 1.17 The CONTRACTOR is responsible for obtaining a Water Management District Permit for (dewatering) consumptive use if the CONTRACTOR's "means or methods" trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the CONTRACTOR obtaining the permit shall be granted by the City.
- 1.18 Land disturbed shall have hay bales or "turbidity curtains" installed around the perimeter to control erosion and sediment runoff where it is likely to occur during construction at no extra cost to the OWNER.
- 1.19 All contract unit pricing shall remain valid for the duration of the contract.
- 1.20 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the CONTRACTOR at no additional expense to the OWNER.
- 1.21 Limitations on the ENGINEER's Responsibilities:
- A. Neither the ENGINEER's authority to act under this Paragraph nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the work.
 - B. The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.
 - C. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.
- 1.22 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.
- 1.23 Substantial completion is defined as materials in place tested and in use, sodding, and sidewalk and other restoration items complete.
- 1.24 The CONTRACTOR's forces shall be required to "hand dig" and expose all existing public/private utilities and other existing facilities which may be in conflict with the proposed construction in order to adjust the proposed facility alignments to avoid any conflicts.

- 1.25 All existing improved areas disturbed by construction shall be sodded with the same type sod as the existing variety of sod encountered. Payment will be made for this work under the appropriate lump sum pay item. No separate payment will be made for sodding.
- 1.26 The CONTRACTOR shall make his own provisions for materials security. Any City provided work areas shall be returned to its original or better condition upon the completion of the project. Sodding of any disturbed areas utilized by the CONTRACTOR for work area will be accomplished by the CONTRACTOR at no additional cost to the City. Separate payment for this work will not be made and shall be included in the appropriate contract work items by the CONTRACTOR in the bid proposal.
- 1.27 The OWNER shall provide copies of previous surveys for the CONTRACTOR's surveyor's use. The CONTRACTOR shall bear all costs for a registered professional surveyor to "layout" the proposed project. At project completion time, the CONTRACTOR shall bear the costs of setting property corners which were lost during construction if they were disturbed by the CONTRACTOR's construction operation.
- 1.28 The Contract shall perform on the site and with his own organization work equivalent to not less than 50 percent (50%) of the total dollar value of the work to be performed under this contract. The exception is specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the CONTRACTOR with his own organization.
- 1.29 The CONTRACTOR shall be responsible for dust control on the project. The CONTRACTOR shall control dust when conditions as determined by the ENGINEER warrant. Water shall be provided by the City for this use in accordance with Paragraph 1.30 of this section. No separate payment shall be made for this item.
- 1.30 The CONTRACTOR and/or subcontractor shall not work on City's holidays. City Utility personnel are not available for emergency repairs nor are construction representatives on these holidays.
- 1.31 No construction trailer shall be required for this project.
- 1.32 All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the ENGINEER for review and approval prior to construction. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.

- 1.33 For the purpose of these specifications. "Project Completion" is defined as completion of an agreed upon list of punch-list items compiled in a planned project walkthrough held at a time the CONTRACTOR considers the project to be "Substantially Complete". The CONTRACTOR shall notify the OWNER and ENGINEER at least 48 hours in advance of substantial completion and schedule a mutually agreeable walkthrough.
- 1.34 The CONTRACTOR shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials. Trash receptacles and removal service shall be maintained by the CONTRACTOR specifically for this project. Existing facilities shall not be used to maintain the project. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at anytime. Removal of debris/trash shall be scheduled as appropriate to not allow piles to reach five feet in height or greater than ten feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not be allowed to overflow at any time. Where necessary, the CONTRACTOR shall employ a Maintenance of Traffic Plan (MOTP) for vehicles and pedestrians. The plan must be in writing, including sketches or drawings, and must be submitted to the OWNER, OWNER's Representative or ENGINEER for review and approval before commencement of the plan. The CONTRACTOR shall follow all applicable local, state and federal codes regarding site safety and maintenance.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

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

B. RELATED REQUIREMENTS DESCRIBED ELSEWHERE:

1. Section 01 32 16 - Construction Progress Schedules
2. Section 01 33 23 - Shop Drawings, Product Data, and Samples
3. Section 01 78 39 - Project Record Documents

1.02 PRECONSTRUCTION MEETING

- A. Purpose: To initiate coordination of contractual requirements prior to start of work.
- B. Scheduling: Engineer will schedule a preconstruction meeting after execution of the Contract. Invites shall be sent via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer and his sub-consultants.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors.
 - 6. Representatives of major suppliers and manufacturers, as appropriate.
 - 7. Governmental and franchised utility representatives, as appropriate.
 - 8. Permit agency representatives, as appropriate.
 - 9. Funding agency representatives, as appropriate.
 - 10. Others as requested by the Contractor, Owner, and Engineer.
- E. Suggested Agenda:
 - 1. Introductions and Roles
 - 2. Contract Execution and Dates
 - a. Contracts
 - b. Contract Time/Dates
 - c. Copies of Conformed Documents
 - 3. Communications
 - a. Lines of Communication
 - b. Coordination Meetings
 - c. Contact List
 - d. Requests for Information (RFIs)

4. Preconstruction Matters
 - a. Submittals
 - b. Material Acquisition
 - c. Mobilization
 - d. Permitting
5. Construction/Coordination
 - a. Working Days/Hours
 - b. Change Orders
 - c. Locating Existing Facilities
 - d. Demolition
 - e. Testing
 - f. Updated Schedules
6. Pay Requests
 - a. Process
 - b. Schedule of Values
 - c. Stored Materials
 - d. Preliminary As-Builts
7. Contract Closeout
 - a. Substantial Completion
 - b. Punch-list
 - c. Final Acceptance
 - d. Warranty
 - e. Final Payment

1.03 RESIDENT MEETING(S)

- A. Purpose: To present construction approach to effected residents and to allow residents to ask questions concerning such.
- B. Scheduling: Engineer/Owner will schedule resident meeting(s) after preconstruction meeting is held, but before construction begins. Invites shall be distributed via electronic mail and hard copy flyers. Contractor shall assist in the distribution of flyers.
- C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.

D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Residents.

E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

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

B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.

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

D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives.

E. Suggested Agenda: To be determined by Engineer.

1.05 PROGRESS MEETINGS

A. Purpose: To discuss the progress of the construction and projected work activities.

B. Scheduling: Engineer will schedule progress meetings on a regular basis at a minimum frequency of once per week and at a maximum frequency of once per month. Invites shall be distributed via electronic mail.

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

D. Attendance:

1. Owner's representative.
2. Engineer and sub-consultants, as appropriate.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives, as appropriate.
7. Permit agency representatives, as appropriate.
8. Funding agency representatives, as appropriate.

E. Suggested Agenda:

1. Work progress since last meeting
2. Work scheduled this period
3. Field observations, problems and conflicts.
4. Construction schedule
 - a. Status of current schedule
 - b. Issues impacting schedule
 - c. Fabrication and delivery schedules
 - d. Corrective measures to regain projected schedule
5. Submittals
6. RFIs
7. Pending Changes and Substitutions
8. Quality Control
9. Pay Requests
10. Other Business

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Promptly after award of the Contract, prepare and submit to the Engineer estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.
2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Section 01 11 00 - Summary of Work
3. Section 01 31 19 - Project Meetings
4. Section 00 62 76 - Application for Payment Form
5. Section 01 33 23 - Shop Drawings, Project Data, and Samples
6. Section 01 29 73 - Schedule of Values

1.02 QUALIFICATIONS

- A. A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.
- B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this project.

1.03 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide a separate horizontal bar for each trade or operation within each structure or item.
 - 2. Horizontal time scale:
 - a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.
 - b. Identify the first workday of each month.
 - 3. Scale and Spacing: Sufficient to allow space for notations and future revisions.
 - 4. Maximum Sheet Size: 24 inches by 36 inches.
- B. Format of Listings: The chronological order of the start of each item of work for each structure.
- C. Identification of Listings: By major specification section numbers as applicable and by utility.
- D. Construction Progress Schedules shall be computer generated using software equal to Microsoft Project, Primavera Project Planner for Windows by Primavera Systems, Inc., Bala Cynwyd, P.A., or approved equal.

1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity and by structure.
 - 2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically, list, but do not limit to:
 - a. Shop Drawing Schedule.
 - b. Installation of temporary facilities.
 - c. Clearing.

- d. Demolition
 - e. Subcontractor work
 - f. Utility Installations
 - g. Paving
 - h. Start-Up
 - i. Project closeout
- 3. Show projected percentage of completion for each item, as of the first day of each month.
- 4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.
- B. Submittals for construction progress schedules shall be in accordance with Section 01 33 23: Shop Drawings, Product Data, and Samples. Indicate on the schedule the following:
 - 1. The dates for Contractor's submittals.
 - 2. The date submittals will be required for Owner-furnished products, if applicable.
 - 3. The date approved submittals will be required from the Engineer.
- C. A typewritten list of all long lead items (equipment, materials, etc.).
- D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.
- E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.

1.05 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.

2. Activities modified since previous submission.
 3. Revised projections of progress and completion.
 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays, and the impact on the schedule.
 2. Corrective action recommended, and its effect.
 3. The effect of changes on schedules of other prime contractors.
- D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time-phased bar chart, computer generated.
2. Computerized network analysis:
 - a. Sort by early start
 - b. Sort by float
 - c. Sort by predecessor/successor
3. Narrative description of the logic and reasoning of the schedule.

B. Time of Submittals.

Within ten (10) working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall equal the exact number of days in the Contract Time as defined in Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the Contract Commencement and completion dates indicated in the Notice to Proceed. The Engineer will complete the review of the complete schedule within fifteen (15) working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

- C. Within ten (10) working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram

and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within fifteen (15) working days after receipt. The network diagram and tabulated schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.

- D. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility, therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.
- E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.
- F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Engineer.
 - 2. Jobsite file.
 - 3. Subcontractors.
 - 4. Other concerned parties.
 - 5. Owner (two copies).
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

- A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.09 CPM STANDARDS

- A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.
- B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:
 - 1. A logical succession of work from start to finish.
 - 2. Definition of each activity. Activities shall be identified by major specification section numbers, as applicable, and by major utility.
 - 3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).
 - 4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Notation on each activity line shall include a brief work description and duration, as described in Paragraph 1.09, D. herein.
2. All construction activities and procurement shall be indicated in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities, and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the Engineer.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity.

1. Activity Beginning and Ending Numbers (i-j numbers) (single activity numbers may be used).
2. Duration.
3. Activity Description.
4. Early Start Date (Calendar Dated).
5. Late Start Date (Calendar Dated).
6. Early Finish Date (Calendar Dated).
7. Late Finish Date (Calendar Dated).
8. Identified Critical Path.
9. Total Float (Note: No activity may show more than 20 days float).
10. Cost of Activity.
11. Equipment Hours, by type; Man-Power Hours, by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data:

1. Project Name.
2. Contractor.
3. Type of Tabulation (Initial or Updated).
4. Project Duration.
5. Project Scheduled Completion Date.
6. Effective or Starting Date of the Schedule.
7. New Project Completion Date and Project Status (if an updated or revised schedule).
8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

- A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the application for payment as specified below.
- B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

- A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's application for payment, electronically in color.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of the Work, periodically during the course of the Work, and following the completion of the Work.
- B. Summary: This Section includes administrative and procedural requirements for the following
 - 1. Preconstruction photographs
 - 2. Preconstruction video recordings
 - 3. Periodic Construction ground and aerial photographs
 - 4. Periodic Construction video recordings
 - 5. Completion construction photographs
 - 6. Web-based construction photographic documentation
- C. Related Requirements Described Elsewhere:
 - 1. Section 01 00 00 - General Requirements
 - 2. Section 01 11 00 - Summary of Work
 - 3. Section 01 30 00 - Administrative Requirements
 - 4. Section 01 78 39 - Project Record Documents
- D. Photographs and videos shall be taken in conformance with this Section and shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.

1.02 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of the Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include the same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three (3) days of taking photographs

1. Digital Camera: Minimum sensor resolution of 8 megapixels
 2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph accompanied by key plan file.
 3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project
 - b. Name and contact information for photographer
 - c. Name of Architect
 - d. Name of Contractor
 - e. Date photograph was taken
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.
- C. Construction Photographs: Submit two (2) prints of each photographic view within seven (7) days of taking photographs.
1. Format: electronic submittal to Engineer
 2. Identification: With each submittal, provide the following information:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date photograph was taken if not date stamped by camera.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.
- D. Video Recordings: Submit video recordings within seven (7) days of recording.
1. Submit video recordings in digital video disc format acceptable to Architect by posting to Web-based photographic documentation service provider's Web site.
 2. Identification: With each submittal, provide the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date video recording was recorded.

- f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Weather conditions at time of recording.
- E. Web-Based Photographic Documentation: Submit time-lapse sequence video recordings simultaneously with recording within seven (7) days of recording.
 - 1. Submit time-lapse sequence video recordings by posting to Web-based photographic documentation service provider's Web Site, identify the posting location. A digital video disc is required monthly.
 - 2. Identification: For each recording, provide the following information:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date(s) and time(s) video recording was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Weather conditions at time of recording.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified ground and aerial photography, videography, and web-based documentation.

1.04 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
- B. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- C. Web-Based Photographic Documentation Service Provider: A firm specializing in providing photographic equipment, Web-based software, and related services for construction projects with record of providing satisfactory services similar to those required for the Project.

1.05 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from the Photographer to the Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.
- B. Digital Video Recordings: Provide high- resolution digital video disc in format acceptable to Architect.

2.02 WEB-BASED PHOTOGRAPHIC DOCUMENTATION

- A. Project Camera: Provide fixed exterior camera installation, mounted to provide unobstructed view of construction site from location approved by Architect.
 - 1. Provide fixed-location camera(s), with the following characteristics:
 - a. Static View, remotely controllable view with mouse click user navigation for horizontal pan, vertical tilt and optical zoom of 500 percent minimum.
 - b. Capable of producing minimum 3.0-megapixel pictures
 - c. Provide power supply, active high-speed data connection to service provider's network, and static IP address for each camera.
- B. Wireless Hand-Held Cameras: Provide portable camera system capable of producing images complying with requirements in this Section, with wireless transmission to service provider's network enabling a live image stream viewable by multiple parties.
 - 1. Provide battery charger, spare battery pack, base station hub, and base station connections in a number and distribution adequate to enable wireless camera operation throughout Project site.
 - 2. Provide power supply, active high-speed data connection to service provider's network, and static public IP address at base station hub and base station connections.
- C. Web-Based Image Access: Password-protected access for Project team administered by

Contractor, providing current image access and archival image access by date and time, with images downloadable to viewer's device.

1. Provide public viewer open access to most recent project camera image.

PART 3 - EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 1. Date and Time: Include date and time in file name for each image.
 2. Field Office Images: Maintain one (1) set of images accessible in the field office at Project site, available always for reference. Identify images in the same manner as those submitted to Architect and Construction Manager.
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect and Construction Manager.
 1. Flag excavation areas and construction limits before taking construction photographs.
 2. Take twenty (20) photographs to show existing conditions adjacent to property before starting the Work.
 3. Take twenty (20) photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- E. Periodic Construction Photographs: Take twenty (20) photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

- F. Architect and Construction Manager - Directed Construction Photographs: From time to time, Architect and Construction Manager will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- G. Time-Lapse Sequence Construction Photographs: Take twenty (20) photographs as indicated, to show status of construction and progress since last photographs were taken.
 - 1. Frequency: Take photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment.
 - 2. Vantage Points: Following suggestions by Architect and Construction Manager and Contractor, photographer to select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time to create a time-lapse sequence as follows:
 - a. Commencement of the Work, through completion of subgrade construction.
 - b. Above-grade structural framing.
 - c. Exterior building enclosure.
 - d. Interior Work, through date of Substantial Completion.
- H. Final Completion Construction Photographs: Take twenty (20) color photographs after date of Substantial Completion for submission as project record documents. Architect and Construction Manager will inform photographer of desired vantage points.
 - 1. Do not include date stamp.
- I. Additional Photographs: Architect or Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 - 1. Three days' notice will be given, where feasible.
 - 2. In emergency situations, take additional photographs within 24 hours of request.
 - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.

- c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.
- J. Periodic Aerial Construction Photographs: Provide at least two (2) aerial photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

3.02 CONSTRUCTION VIDEO RECORDINGS

- A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings. Time must be accurate and continuously generated.
- B. Recording: Mount camera on tripod before starting recording unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each video recording, record weather conditions from local newspaper or television and the actual temperature reading at Project site.
- C. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 - 1. Confirm date and time at beginning and end of recording.
 - 2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.
- D. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.
- E. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Architect and Construction Manager.
 - 1. Flag excavation areas and construction limits before recording construction video recordings.
 - 2. Show existing conditions adjacent to Project site before starting the Work.
 - 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.

4. Show protection efforts by Contractor.
- F. Periodic Construction Video Recordings: Record video recording monthly, coinciding weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last video recordings were recorded. Minimum recording time shall be thirty (30) minutes(s).
- G. Time-Lapse Sequence Construction Video Recordings: Record video recording to show status of construction and progress.
1. Frequency: During each of the following construction phases, set up video recorder to automatically record one frame of video recording every five (5) minutes, from same vantage point each time, to create a time-lapse sequence of thirty (30) minutes in length as follows:
 - a. Commencement of the Work, through completion of subgrade construction.
 - b. Above-grade structural framing.
 - c. Exterior building enclosure.
 2. Timer: Provide timer to automatically start and stop video recorder so recording occurs only during daylight construction work hours.
 3. Vantage points: Following suggestions by Architect and Construction Manager and Contractor, photographer shall select vantage points.

3.03 WEB-BASED CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION

- A. Live Streaming Construction Site Images: Provide Web-accessible image of current site image from fixed, viewer-controlled, location camera(s), updated at fifteen (15) minute intervals during daytime operation.
- B. Time-Lapse Sequence Construction Site Recordings: Provide video recording from a fixed location camera to show status of construction and progress.
1. Frequency: Record one (1) frame of video recording every fifteen (15) minutes, from same vantage point each time, to create a time-lapse sequence of construction activities.
 2. Timer: Provide timer to automatically start and stop video recorder so recording occurs only during daylight construction work hours.

- C. Maintain cameras and Web-based access in good working order according to Web-based construction photographic documentation service provider's written instructions until final completion. Provide for service of cameras and related networking devices and software.

PART 4 – DELIVERY

4.01 PHOTOGRAPHS AND VIDEOS

- A. Photographs and videos will be delivered electronically following specifications above with a coordinating log, to the Engineer as attachment to Application for Payment.
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 - 1. Engineer one (1) set.
 - 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall then be delivered with Project Record Documents as specified in Section 01 78 39.
 - 3. Contractor one (1) set.

END OF SECTION

SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal-Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of Re submittal and Return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

D. Related Work Specified Elsewhere

1. Section 01 60 00: Product Requirements

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 016000.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date
 2. Project Title and Number
 3. Contractor's name and address
 4. Notification of deviations from Contract Documents
 5. Submittal Log Number conforming to Specification Section Numbers.
- G. The Contractor shall submit an electronic copy of descriptive or product data submittals/drawings to the Engineer. The Engineer will review the submittals/drawings and return to the Contractor the electronically marked-up submittals/drawings with appropriate review comments.
- H. Once submittals/drawings are approved, they are to be distributed electronically to:
1. Owner
 2. Engineer
 3. Contractor
- I. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- J. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03. ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. As permitting any departure from the Contract requirements;
 2. As relieving the Contractor of responsibility of any errors, including details, dimensions, and materials;

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings, without noting an exception.
- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and re-submittal.
- E. Re submittals will be handled in the same manner as first submittals. On Re submittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first Re submittal; thereafter review time for subsequent Re submittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for Re submittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 1. Systems
 2. Processes

3. As indicated in Specifications Sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a transmittal sheet. The transmittal sheet shall display the following:
 1. Project title and number
 2. Name of project building or structure
 3. Number and title of the shop drawing
 4. Date of shop drawing or revision
 5. Name of Contractor and subcontractor submitting drawing
 6. Supplier/manufacturer
 7. Separate detailer when pertinent
 8. Specification number
 9. Drawing number

A Letter of Transmittal Excel document shall be provided to the Contractor per request.

[Contractor Company Logo]		[Contractor Company Name]		LETTER OF TRANSMITTAL
		[Address]		
		[Address]		
		[Phone #]		
TO:	Mead & Hunt		DATE:	
ATTN:	Karen Gimbel	karen.gimbel@meadhunt.com	M&H PROJECT NO.	
			COUNTY BID NO.	
		-	RE:	
		-		
SUBMITTAL #	SPEC SECTION(S) #	SHEET(S) #	SUBMITTAL DESCRIPTION	
			SUPPLIER/MANUFACTURER	
Notification of deviations from Contract Documents:				

I hereby certify that the Contractor has satisfied Contractor's obligations under the Contract Documents relative to Contractor's review and approval of this submittal.

Signed:	
Type Name:	

- E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.
- B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed

to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
 - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
 - 1. Name of project
 - 2. Name of Contractor and subcontractor
 - 3. Material or equipment represented
 - 4. Place of origin
 - 5. Name of producer and brand (if any)
 - 6. Location in project
 - 7. Submittal Number

(Samples of finished materials shall have additional marking that will identify them under the finish schedules).

- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use names in such approval and shall not

be construed to change or modify any Contract requirements.

- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so, requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 13
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PUBLIC NUISANCE

- A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
- B. Sound levels measured by the Engineer shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to, completion dates and bid amounts.
- C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.02 JURISDICTIONAL DISPUTES

- A. It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any work stoppages due to jurisdictional disputes. The basis for subletting Work in question, if any, shall conform to precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, dated June, 1973, including any amendments thereto.

1.03 EXCAVATION AROUND AND CONNECTION TO EXISTING UTILITIES

- A. It is essential that the Contractor understand that the existing Owner's facilities must be kept in operation with minimal impact and shut-downs. To this end, the Contractor shall coordinate and consult with the Owner's operating personnel before excavating around or cutting into existing utilities on the site. Existing utilities of major concern are water, sanitary sewer, electrical power conduits, phone and television cables, instrumentation conduits, and cables.

- B. Some areas within the construction site may require hand excavation due to the congestion of underground piping systems and/or due to the criticality of piping systems that may be damaged unavoidably during machine excavation.
- C. Cover for underground piping shall not be less than that indicated on the Drawings, up to a minimum of 30 inches of cover where obtainable. In areas where other piping conflicts preclude the minimum cover desired, the piping shall be laid to provide the maximum cover obtainable.
- D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner's management personnel. Some such connections may have to be made during off-peak hours (late night or early morning hours). The Contractor shall give a minimum of three (3) working days' notice to the Owner when tie-ins with the existing plant utilities are required.
- E. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the Owner and the Engineer. No major utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 CODES AND FEES

- A. The foregoing "General Requirements" form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.
- B. Install in accordance with latest edition of the National Electric Code and the regulations of governing local, State, County and other applicable codes. Pay for all required licenses, fees and inspections.

1.02 STANDARDS

- A. All materials shall be new and free of defects, and shall be U.L. listed, bear the U.L. label or be labeled or listed with an approved, nationally recognized Electrical Testing Agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the Engineer that equipment meets or exceeds available standards.

END OF SECTION

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ and pay for services of an Independent testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
3. Contractor shall provide engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:
 - a. Section 31 23 00 - Excavation and Fill
 - b. Section 03 30 00 – Cast in Place Concrete

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

<u>Test</u>	<u>Notes</u>	<u>Paid for By</u>
Soil Compaction	Pipe Work: every 300 ft. at each lift of compaction minimum. Beneath Structures: each 500 sq. ft. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 33 05 05.31	Contractor

Bacteriological	As required by local and state agencies.	Contractor
LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. (minimum).	Contractor

- D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

- A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two copies of the reports showing the results of such tests, and the reports shall be considered as sufficient evidence of the acceptance or rejection of the quality of the materials tested. The specifications for, and the method of testing, will be found under the detailed specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

MATERIALS	TEST FREQUENCY	SAMPLE SIZE	SHIPPING CONTAINER
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

- A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C-32
Reinforcement	ASTM A-15 & A-305

1.04 FIELD TESTS

- A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

- A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer.

Material	Test or Test Method	Frequency
Subbase	1) AASHTO T-180 (Modified Proctor Minimum 98% Density)	Every 300 LF
	2) Lime rock Bearing Ratio 40	Every 300 LF
Base	(Soil Cement) (1) Mix Design 350 psi @ 28 days. Mix design required 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 sf
	(4) Depth (6-inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300' (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300' (left, right, & center)

1.06 Basis of Payment

- A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.
- B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

- A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specific standards; ASTM, other recognized authorities, and as specified.
 - 2. Determine and report on compliance with requirements of Contract Documents.
- C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.
- D. Promptly submit five (5) copies of reports of inspections and tests to the Engineer including:
 - 1. Date issued.
 - 2. Project title and Engineer's job number.
 - 3. Testing Laboratory name and address.
 - 4. Name and signature of inspector.
 - 5. Date of inspection of inspector.
 - 6. Date of inspection or sampling.
 - 7. Date of test.
 - 8. Identification of product and Specification section.
 - 9. Location in project.
 - 10. Type of inspection or test.
 - 11. Compliance with Contract Documents or not.
- E. Laboratory is not authorized to:
 - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Approve or reject any portion of work.
 - 3. Perform any duties of the Contractor.

1.08 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work and manufacture's operations.
- B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.

- C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.
 - 5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 54 00
CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish, install and maintain required construction aids, remove on completion of Work.
- B. Related Requirements Described Elsewhere:
 - 1. Summary of Work: 01 11 00.
- C. Comply with applicable requirements specified in Sections of Division 2 through 46.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate execution of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment such as temporary valves and fittings. Refer to respective Sections for particular requirements for each trade.
- B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.
- C. Maintain facilities and equipment in first-class condition.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Consult with the Engineer, review site conditions and factors which affect construction procedures and construction aids, which may be affected by execution of the Work.

3.02 GENERAL

- A. Comply with applicable requirements specified in sections of Division 2 through 16.
- B. Relocate construction aids as required by progress of construction, by storage of work requirements of Owner and other contractors employed at the site.

3.03 REMOVAL

- A. Completely remove temporary materials, equipment and services:
 - 1. When construction needs can be met by use of permanent construction.
 - 2. At completion of work.
- B. Clean and restore areas damaged by installation by use of temporary facilities.
 - 1. Remove foundations and underground installations for construction aids.
 - 2. Grade and grass areas of site affected by temporary installations to required elevations, slopes, ground cover and clean the area.
- C. Restore permanent facilities used for temporary purposes to specified condition or in kind if not specified.

END OF SECTION

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls for construction activities impacting **less** than one acre, as required by Rules and Regulations and permit conditions.

a. If activity impact should **exceed** one acre:

- i. The Contractor must apply for a NPDES permit with the Florida Department of Environmental Protection (FDEP), accessible through the provided link below.

1. https://floridadep.gov/sites/default/files/CGP%20NOI%2062-621.300_4b_0.pdf

- ii. The Contractor must create a Stormwater Pollution Prevention Plan (SWPPP) and provide its location in the NPDES permit, requirements and guidelines are accessible through the provided links below.

1. <http://www.swppps.org/requirements>
2. https://floridadep.gov/sites/default/files/ConstructionSWPPP_0.pdf

- iii. The Contractor must create a weekly inspection schedule.

1. Additional inspections are required after rainfall exceeding 0.5 inches

- iv. The Contractor must provide a Certified Person for contact.

1. Certified Person(s) must have Erosion and Sedimentation Control training
 - b. All aforementioned requirements shall be provided to the Engineer
 - i. NPDES permit receipt given upon approval by the FDEP must be provided
 2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces, soil and borrow area surfaces, providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner.
 3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner.
 4. Temporary dust controls include, but are not limited to mulching, establishing temporary vegetation, water spraying, surface roughening through tilling, barriers, and spray on adhesives which will ensure minimal dust deposition into water bodies and reduce airborne dust that may cause low visibility or respiratory hazards.
 5. Contractor is responsible for designing, providing, maintaining and removing effective temporary erosion, sediment and dust control measures during construction or until final controls become effective.
- B. Related Work Described Elsewhere:
1. Section 31 23 00 - Excavation and Fill
- C. Reference Standards:
1. Florida Department of Agriculture and Consumer Services (FDACS).
 2. Florida Department of Environmental Protection (FDEP).
 - a. FDEP (SESCIM) -- FDEP Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.

3. Florida Department of Transportation (FDOT):
 - a. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.
 - i. FDOT Index No. 102 -- Temporary Erosion and Sediment Control.
 - b. FDOT Standard Specifications for Road and Bridge Construction.
 - i. FDOT Section 104 -- Prevention, Control, and Abatement of Erosion and Water Pollution.
 - ii. FDOT Section 570 -- Performance Turf.
 - iii. FDOT Section 901 -- Coarse Aggregate.
 - iv. FDOT Section 981 -- Turf Materials.
 - v. FDOT Section 985 -- Geotextile Fabrics.
 - vi. FDOT Section 987 -- Prepared Soil Layer Materials.
4. U.S. Environmental Protection Agency (EPA):
 - a. EPA (NPDES) -- National Pollutant Discharge Elimination System.

PART 2 - PRODUCTS

2.01 EROSION CONTROL

- A. Sodding, mulching, grassing and seeding are specified in FDOT Standard Specifications for Road and Bridge Construction, latest version.
- B. Backfill is specified in Section 31 23 00
- C. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

- A. Netting shall be fabricated of material acceptable to the Owner.
- B. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.
- C. Concrete block shall be hollow, non-load bearing type.

D. Concrete shall be exterior grade not less than 1-inch thick.

E. Sediment Fence

2.03 DUST CONTROL

A. Sodding, mulching, grassing, seeding and tilling are specified in FDOT Standard Specifications for Road and Bridge Construction, latest version.

2.04 BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENT CONTROL

NAME	APPLICATION	MAX DRAINAGE AREA	USEFUL LIFE	COMMENT
Block & Gravel	Inlet protection	<1 acre	3-6 Months	Routine Maintenance Required
Brush Barrier	Perimeter Control	Unspecified	3-6 Months	Routine Maintenance Required
Check Dam / Hay Bale	Control Water Velocity	10 Acres	< 3 Months	Replace as Needed
Check Dam / Rock (Gravel)	Control Water Velocity	10 Acres	18 Months	Max Height 2 feet
Check Dam / Silt Fence	Control Water Velocity	10 Acres	6 Months	Replace as Needed
Construction Road Stabilization	Road Stabilization	Unspecified	Project Life	Routine Maintenance Required
Curb and Gutter Sediment Barrier	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Drain field Pipe Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Floating Turbidity Barrier	Silt/Sediment Containment	Unspecified	> 18 Months	Use in Low Flow Water Body
GeoHay Curb Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Gravel and Wire Mesh	Inlet Protection	<1 Acre	3-6 Months	Routine Maintenance Required
Silt Fence	Perimeter Control	< ¼ Acre per 100 ft of length	3 Months	Trench In & Compact

Silt Fence (Filter Fabric)	Inlet Protection	< 1 Acre	3 Months	Routine Maintenance Required
Sod	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Temporary Diversion Dike	Slope Protection	5 Acres	> 18 Months	Compact / Stabilize Slopes
Temporary Fill Diversion	Slope Protection	5 Acres	1 Day – 1 Week	Rebuild as Needed
Temporary Gravel Construction Entrance	Entrance	Unspecified	Project Life	Routine Maintenance Required
Temporary Sediment Basin	Sediment Removal	> 5 Acres	18 Months	Engineer Must Design
Temporary Sediment Trap	Sediment Removal	5 Acres	18 Months	Stabilize Interior/Exterior Slopes
Temporary Slope Drain	Slope Protection	5 Acres	3-6 Months	Stabilize Outfall
Temporary Right-Of-Way Diversion	Shorten Flow Length	< 5 Acres	3-6 Months	Inspect Weekly or After Rain

PART 3 – EXECUTION

3.01 PREPARATION AND INSTALLATION

- A. No clearing or rough cutting shall be permitted until temporary erosion, sediment and dust control systems are in place, unless permitted directly by the City Engineer.
- B. Installation of erosion and sediment control materials shall be per manufacturer recommendations and in accordance with FDOT standards.
- C. Any damage caused by construction traffic to temporary erosion, sediment and dust controls systems shall be repaired immediately by the Contractor.
- D. The Contractor shall be responsible for collecting, storing, hauling and disposing of soil, silt, and waste materials as specified in this or other Specifications and in compliance with relevant federal, state, and local rules and regulations.
- E. Contractor shall make a visual inspection of all sedimentation and erosion control devices (including turbidity barriers) on a daily basis and promptly after every rainstorm. If such

inspection reveals that additional measures are needed to prevent movement of sediment beyond the barrier limits, the Contractor shall promptly install additional devices as needed. Sediment controls shall be promptly repaired and maintained, as needed. The Contractor shall keep a log of all inspections indicating the following:

1. Date and time of inspection
2. Inspector
3. Amount of rainfall
4. Erosion and sediment control devices inspected
5. Condition of sediment and erosion control devices
6. Repairs or maintenance needed
7. Date repair or maintenance is completed

3.02 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than 6 inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.
2. Sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
3. Apply mulch loosely and to a thickness of between 3/4 inch and 1-1/2 inches.
4. Apply netting over mulched areas on sloped surfaces.
5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.03 SEDIMENTATION CONTROL

- A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.04 DUST CONTROL

- A. The dust control product chosen shall be appropriate for to the site conditions (topography and soils).

- B. Grade and/or smooth the surfaces to be treated as needed and prescribed by the product guidance before the dust control product is applied.

3.05 PERFORMANCE

- A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 01 58 00
PROJECT IDENTIFICATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish, install and maintain project signs.
2. Remove signs on completion of construction.
3. Allow no other signs other than signs approved by the Engineer to be displayed.

B. Related Requirements Described Elsewhere:

1. Section 01 11 00 - Summary of Work
2. Section 01 30 00 - Administrative Requirements

1.02 PROJECT SIGNS

A. One (1) painted sign with lettering, size, color and construction in accordance with the local requirements.

B. Erect on the plant site at a location of high public visibility, as approved by the Engineer and the Owner.

C. Information:

1. Project Sign:
 - a. Owner title and logo.
 - b. Project name.
 - c. Contractor.
 - d. Engineer.

1.03 INFORMATIONAL SIGNS

A. Painted signs with painted lettering, or standard products.

1. Size of signs and lettering: As required by the Owner, or as appropriate to usage.
2. Color: As required by the Owner, otherwise of uniform colors throughout Project.

B. Erect at appropriate locations to provide required information.

C. Information:

1. Contractor's name and home office address.
2. List of subcontractors and type of subcontract work.

1.04 QUALITY ASSURANCE

A. Sign Painter: Professional experience in type of work required.

B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

1.05 SUBMITTALS

A. An 11 inch by 17 inch sketch of the project sign shall be submitted to the Engineer for approval prior to final preparation of the project sign.

PART 2 - PRODUCTS

2.01 SIGN MATERIALS

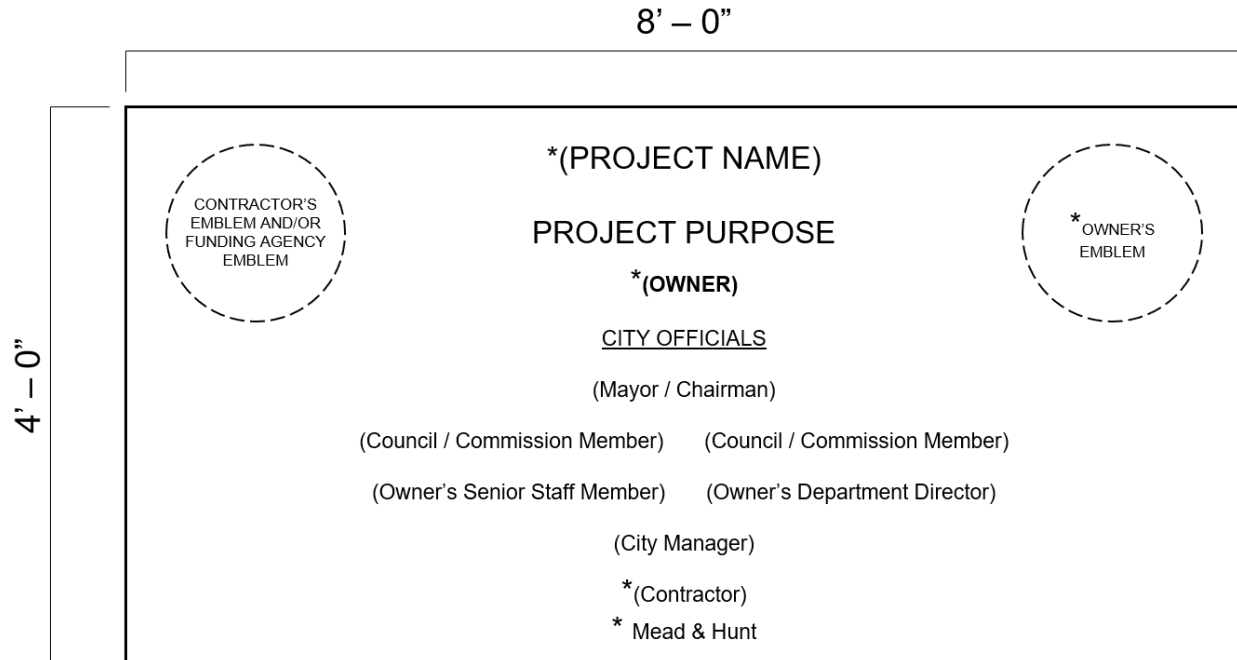
A. Structure and Framing: Sign shall be 3/4" Marine grade plywood, in sound condition, structurally adequate and suitable for specified finish.

B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.

1. Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles.

C. Rough Hardware: Galvanized.

D. Project Sign details are illustrated in the Figure below.



- E. Asterisked fields are required on 4' - 0" X 4' - 0" Project Signs

PART 3 - EXECUTION

3.01 PROJECT IDENTIFICATION SIGNS

- A. Paint exposed surface of supports, framing and surface material; one coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes, and colors as selected and approved by the Owner.

3.02 MAINTENANCE

- A. Maintain signs and supports in a neat, clean condition; repair damages to structures, framing or signs.

3.03 REMOVAL

- A. The Contractor shall remove signs, framing, supports and foundations and properly dispose of at completion of project.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Conform to applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specifically approved in writing by Engineer.
3. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by Contractor shall be subject to the inspection and approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.
- B. Within twenty (20) days after the Effective Date of the Agreement, Contractor shall submit to Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable Engineer to identify the particular product to form an opinion as to its conformity to the specifications.

- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by Contractor. If Engineer requires, either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.
- D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.
- E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.
- B. The intent of these Specifications is to provide Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.
- C. A Request for Substitution of Product may be submitted after the Contractor:
 - 1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.
 - 2. Agrees to provide same warranties or bonds for product substitution as for product specified.
 - 3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which he selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

4. Waives all claims for additional costs due to substitution which may subsequently become apparent.
5. Is offering either a substantial credit to the Owner for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.

D. Engineer's Action:

1. Engineer will consider written requests for product substitution for a period of 45 calendar days after the effective date of the Agreement. Engineer will review requests for substitutions with reasonable promptness and notify Contractor in writing of Owner's decision to accept or reject requested substitutions. Only the Owner may accept a substitution.
2. Substitution requests made by means of shop drawings or product data submittal will not be considered.
3. After the period of 45 days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the Contractor.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to Engineer.
 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, correct, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 2. Do not proceed with work without clear instructions.

- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

- A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures such as buildings or trailers which have a concrete or wooden floor, a roof and fully closed walls on all sides.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions (i.e. electrical and instrumentation equipment).
 - 3. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.

4. Store fabricated products above the ground, on blocking or skids prevent soiling and staining. Cover products which are subject to deterioration with impervious sheet coverings, provided adequate ventilation to avoid condensation.
 5. Provide heated storage space for material which would be damaged by freezing.
 6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
 7. Prior to the installation of equipment, it shall be stored at locations designated and approved by the Engineer.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Cement, sand and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.
- E. All materials which, in the opinion of Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and Contractor shall receive no compensation for the damaged material or its removal.
- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials and equipment to assure that products are maintained under specified conditions, and free from damage or deterioration.
- G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.
- H. The Contractor shall be responsible for all material, equipment, and supplies delivered to Owner under this Contract until final inspection of the work and acceptance thereof by Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without additional cost to Owner.

- I. Should Contractor fail to take proper action on storage and handling of equipment supplied under the Contract within seven days after written notice to do so has been given, Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. Contractor shall preserve and deliver to Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE.

- A. Attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:
 1. Equipment shall not be shipped until approved by Engineer. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from Engineer. Equipment shipped to the site shall be stored in accordance with Paragraph 1.06, herein. Operation and maintenance data shall be submitted to Engineer for review prior to shipment of equipment.
 2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity-controlled building approved by Engineer, until such time as the equipment is to be installed.
 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
 4. Manufacturer's storage instructions shall be carefully studied by Contractor and reviewed with Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
 5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, Contractor shall start the equipment, at least half load, once weekly for

an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.
7. Prior to acceptance to the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.09 WARRANTY

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year after the time of acceptance.

1.10 SPARE PARTS

- A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. Contractor shall collect and store all spare parts so required in an area to be designated by Engineer. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each items. Spare parts shall be turned over in conjunction with the "Spare Parts List" as shown. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.11 GREASE, OIL AND FUEL

- A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by manufacturer with each item of equipment supplied.

- B. Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

END OF SECTION

SECTION 01 71 13
MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.
1. Move onto the site all Contractors' plant and equipment required for first month operations.
 2. Install temporary construction power, wiring, and lighting facilities.
 3. Establish fire protection plan and safety program.
 4. Secure construction water supply.
 5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.
 6. Provide on-site sanitary facilities and potable water facilities as specified.
 7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
 8. Submit all required insurance certificates and bonds.
 9. Obtain all required permits.
 10. Post all OSHA, EPA, Department of Labor, and all other required notices.
 11. Have Contractor's superintendent at the job site full time.
 12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.
 13. Submit a schedule of values of the Work.

14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

- A. Demobilization is the timely and proper removal of all contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

- A. The Contractor's attention is directed to the condition that no payment for mobilization, or any part thereof, will be approved for payment under the Contract. Mobilization/Demobilization is a subsidiary obligation of the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART I - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

1. The work of this Section includes, but is not limited to, the following:

- a. Restoring of driveways and fences.
- b. Cleaning up.
- c. Incidental work

1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART II - PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- D. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART III - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

- A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.
- B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 RESTORATION OF DRIVEWAYS, FENCES, AND SIDEWALKS

- A. Existing public and private driveways and sidewalks disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded. Concrete driveways and sidewalks shall be replaced.
- B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer.

3.04 INCIDENTAL WORK

- A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

3.05 FINAL CLEANING

- A. Employee skilled workman for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Cleaning and Waste Management: Section 01 74 00
 - 2. Project Record Documents: Section 01 78 39
 - 3. Operation and Maintenance Data: Section 01 78 23

1.02 SUBSTANTIAL COMPLETION

- A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
 - 1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01 78 23.
 - 2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted.
 - 3. All start-up and demonstration testing completed, and Certificates of Completed Demonstration submitted.
 - 4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.
 - 5. All training of Owner's personnel completed.
 - 6. All areas to be used and occupied are safe, operable in automatic and complete.
 - 7. All building occupancy certificates have been issued by the appropriate building permitting agency.

8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.
 9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:
1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.
 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)
- C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- D. Should the Engineer determine that the Work is not substantially complete:
1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
 3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.
- E. When the Engineer finds that the Work is substantially complete, he will:
1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
 2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.
 3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete,

he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

- A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:
 - 1. Project Record Documents must be approved.
 - 2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
 - 3. Contractor to submit evidence of compliance with requirements of governing authorities.
- B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:
 - 1. Contract Document requirements have been met.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. All punchlist items have been corrected or completed and the Work is ready for final inspection.
- C. The Engineer will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- D. Should the Engineer consider that the Work is incomplete or defective:
 - 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies and send another written certification to the Engineer that the Work is complete.

3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.

- D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 1. Contractor will compensate the Owner for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

Bbon. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Penalties and bonuses.
 - f. Deductions for liquidated damages.
 - g. Deductions for reinspection payments
 - h. Other adjustments.

3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.
3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 01 33 23: Shop Drawings, Product Data, and Samples
2. Section 01 78 39: Project Record Documents

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Hard Copy Format:

1. Size: 8½" x 11 inches
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten

4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of products and major component parts of equipment.
 - b. Provide indexed tabs
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of project
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
7. Binders:
 - a. Commercial quality three-post binders with durable and cleanable plastic covers.
 - b. Maximum post width: 2 inches.
 - c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
 1. Contractor, name of responsible principal, address and telephone number.

2. A list of each product required to be included, indexed to content of the volume.
3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each
 - d. Local source of supply for parts and replacement
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specified product.
2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed
 - b. Clearly identify data applicable to installation
 - c. Delete references to inapplicable information

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems
2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Documents as maintenance drawings.

- D. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in consistent format under separate headings for different procedures.
 - 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

- A. Submit four copies of the complete manual in final form.
- B. Content: for architectural products, applied materials and finishes:
 - 1. Manufacturer's data, giving full information on products
 - a. Catalog number, size, and composition
 - b. Color and texture designations
 - c. Information required for reordering special manufactured products
 - 2. Instructions for care and maintenance
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommend schedule for cleaning and maintenance.
- C. Content, for moisture protection and weather-exposed products:
 - 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards

- b. Chemical composition
 - c. Details of installation
 - 2. Instructions for inspection, maintenance and repair
- D. Additional requirements for maintenance data: Respective sections of the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site for the Owner one record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications of the contract
 - 5. Engineer's Field Orders or written instructions
 - 6. Approved Shop Drawings
 - 7. Field Test records
 - 8. Construction photographs, preconstruction videos, and pipeline videos.
 - 9. Preliminary as-built drawings

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format with section numbers as provided herein.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer.
- E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document. "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 - 1. Depths of various elements of foundation in relation to finish first floor datum.
 - 2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe materials, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimensional and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
 - 7. Equipment and piping relocations.
 - 8. Major architectural and structural changes including relocation of doors, windows, etc.
 - 9. Architectural schedule changes according to Contractor's records or shop drawings.
 - a. Contractor shall provide copies of all such recordings to the Contractor's surveyor for incorporation into the preliminary and final as-builts drawings.

- D. Specifications and Addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

- A. Accompany each submittal with transmittal letter in duplicate, containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. Title and number of each Record Document
 - 5. Signature of Contractor of his authorized representative
- B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the Contractor is requesting to be paid for.
- C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the Contractor shall submit to the Engineer final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The Engineer shall supply the Contractor copies of AutoCAD files for the Contractor's use in the as-built drawing preparation. Final as-built drawings shall include all work which the Contractor is requesting to be paid for. The final as-built drawing submittal shall include:
 - 1. Two (2) sets of paper plans signed and sealed by a professional land surveyor licensed in the State of Florida and CD(s) or other media containing AutoCAD, version 14, drawing files.
 - 2. AutoCAD drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e. - Layer "wat ab" and "wat ab txt" for water as-built line work and

text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set "by-layer". Text sizes shall be relative to the plotted scale. Additional details or exploded views shall be include to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)
4. No line work and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original line work or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New line work and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.
5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100-foot minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20-foot intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.
6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. If adequate features are not available, a station and offset dimensioning system can

be used if prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e. - constructed feature labeled as "A", permanent feature labeled as "B", "A"- "B" dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations between gravity "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flowlines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100-foot minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.
8. Stormwater Improvements: The limits, slopes and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.
9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.
10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.
11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.
12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical and structural improvements shall be noted as such on the as-built drawings with the size, number, type and location of the constructed/installed improvements noted.

13. Contractor may be required to reimburse the Owner for services rendered by the Engineer for review of multiple resubmittals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02 41 13.23
UTILITY LINE REMOVAL

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work addressed under this Section includes pipe removal and grouting (in filling) sections of existing potable water, reclaimed water, sanitary force main, and gravity sewer pipe for placing out of service. The limits of pipe to be removed or grouted shall be as shown on the Drawings or as directed in the field by the Owner.

1.02 SCOPE OF WORK

- A. The Contractor shall furnish all labor, equipment and materials necessary to perform all the work associated with the complete removal and disposal, or placement out of service by injection of cementitious grout, of existing water and wastewater piping, within the limits shown on the Drawings or as directed in the field by the Owner.
- B. Unless specifically shown to be salvaged, or at the request of the Owner, all pipe, valves, fittings, and appurtenances associated with the portions of the existing water and wastewater utilities which are to be removed shall be disposed of off-site by the Contractor. Disposal shall be in accordance with all applicable local, State and Federal regulations. The cost of disposal shall be borne by the Contractor.
- C. This project contains pipe that is to be abandoned and grouted in place by the contractor. The contractor shall perform pipe removal as required by governing agencies.
- D. The Contractor shall be responsible for removing and disposing of all water and wastewater from utilities to be removed or abandoned under this Contract in accordance with all regulatory agency requirements and federal, state and local laws.

1.03 ASBESTOS PIPE REMOVAL AND DISPOSAL PROCEDURES

- A. General - The Contractor will be responsible for permitting, removal and disposal of asbestos-cement (A-C) pipe. The following paragraphs briefly summarize permitting, field procedures and disposal activities related to the A-C pipe. In these discussions, certain local, state and federal laws have been referenced. The Contractor must comply with all applicable local, state and federal laws/regulations whether or not such laws/regulations are referenced in these specifications.

The Contractor shall provide evidence of experience of proper procedures in removal, handling and disposal of asbestos-cement pipe materials within the past five (5) years. References from at least three completed projects shall be provided at the Preconstruction Conference. If the Contractor proposes to utilize the services of a duly qualified subcontractor for this portion of the work, these same requirements shall be met.

- B. Permitting - The Contractor shall apply for and obtain all permits related to removal of the A-C pipe. In accordance with Rule 17-257.30 I of the Florida Department of Environmental Protection (FDEP), the Contractor must submit a "Notice of Asbestos Removal Project" form with a copy to the Engineer. The Contractor will submit the form to FDEP in a timely manner in accordance with the schedule contained in Rule 17-257. The agencies that may require permits for this project are not necessarily limited to the FDEP.
- C. Field Procedures - The Contractor is responsible for all procedures, including safety and health procedures, which will be used when handling A-C pipe. The Contractor's handling of A-C pipe shall be in conformance with 29 CFR 1926.58 (OSHA Safety and Health Standards).

Cutting of A-C pipe shall be done in conformance with the recommended practices contained in the American Water Works Association's (AWWA) Manual No. M-16. Cutting methods should be used which minimize the production of airborne dust.
- D. Preparation of Transport of Materials - The Contractor will remove the pipe from the ground in whole pieces without fracturing, breaking or otherwise damaging pipe. The A-C pipe shall be carefully loaded onto the transport vehicle without damaging the pipe. The transport vehicle shall totally enclose the A-C pipe so that wind and rain cannot disperse dust from the pipe material. Transport of the A-C pipe shall also meet the requirements of the waste disposal agency.
- E. Waste Disposal - As stated in Rule 17-701.520(4), the FDEP indicates that asbestos containing waste materials can be accepted at a permitted Class I, II or III landfill. The regulations also indicate that the waste generator (the Contractor) shall make arrangements with the landfill operator before disposal of the asbestos containing waste materials and inform the operator of the quantity of the waste and the scheduled date the shipment will arrive at the landfill. The Contractor shall provide the Engineer and the City of Cocoa a manifest immediately following disposal.

1.04 RELATED WORK

- A. Excavation, trenching, and backfilling are included in Section 31 23 00.

1.05 SUBMITTALS

- A. The Contractor shall submit grout mixture data and the results from grout mixture tests to the Owner for approval prior to performing grouting operations.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. The following is a suggested trial grout mixture for a one (1) cubic yard yield, however, the actual grout mixture to be used shall meet all of the requirements specified below:

Cement:	500 pounds
Fly Ash:	500 pounds
Water:	350 pounds (42 gallons)
Sand:	2,248 pounds
Darex (W.R. Grace):	3 ounces (Air Entrainment Additive or equivalent)
Bentonite:	6 pounds (to be mixed with sufficient water in colloidal mixture and added at the job site)

- B. The mixture used for grouting shall be of a creamy consistency. Samples of the grout mixture when set aside in a standard concrete test mold shall show less than one percent of the mixture height of free water on the surface after standing not less than 12 hours.
- C. One set of three (3) 3" X 6" sample test cylinders shall be made for each mix preparation. The minimum 28-day strength shall be no less than 1000 psi. The required slump is 5 inches. The maximum allowable slump is 9 inches. Slump should be as low as practical to maintain viscosity, proper "flow", and still retain ability to pump.

PART 3 – EXECUTION

3.01 PIPE REMOVAL

- A. Where existing utilities pipes are designated for removal on the Drawings, the Contractor shall remove and dispose of such utilities and all related pipe, valves, fittings, manholes, and appurtenances with the limits shown. After removal of the facilities all trenches shall be backfilled in accordance with Section 31 23 00. The cost of disposal of the removed materials shall be borne by the Contractor.

- B. Utilities shown to be salvaged and/or if salvaging is requested by the owner, shall be carefully disassembled, removed and delivered to the Owner on-site. The Owner may direct the pipes to be reinstalled elsewhere on this project or they may be removed and stockpiled at a location to be determined.
- C. The Contractor shall exercise care not to damage utilities to be removed and salvaged.

3.02 IN-PLACE GROUTING OF EXISTING PIPE

- A. Where water and wastewater utility pipes are to be abandoned in place they shall be filled with a sand/cement grout as specified herein.
- B. Grout shall be injected within the pipe sections indicated on the Drawings. The ends of these sections shall be capped and/or plugged. The grouting program shall consist of pumping sand-cement grout with suitable chemical additives at pressures necessary to fill the pipe sections shown on the Drawings to prevent the potential for future collapse.
- C. The pump used for grouting should be a continuous flow, positive displacement model with a pugmill type mixing vat having a minimum shaft speed of 60 rpm and incorporated as an integral part of the equipment. Alternate equipment may be used subject to the approval of the Owner. The rate of pumping shall not exceed six (6) cubic feet per minute. The pumping pressures shall be in the range of 100 to 150 psi.
- D. The Contractor shall provide standpipes and/or additional means of visual inspections as required by the Owner to determine if adequate grout material has filled the entire pipe section(s). The Contractor shall make necessary provisions for the Owner's representative to monitor all grouting operations.
- E. All pipe to be abandoned shall be capped or plugged with a fitting or material that will prevent soil or other material from entering the pipe. All caps and plugs shall be subject to approval by the Owner.

3.03 MONITORING

- A. The Owner's representative may stop the removal and/or grouting operations at any time, if in his judgment, the operation does not comply with these Specifications or if the work is not to his satisfaction.
- B. The Owner's representative shall make all measurements of pipe length removed and grout quantity pumped and maintain records of each day's operations. The quantities recorded by the Owner's representative shall be considered final.

END OF SECTION

SECTION 03 30 00
CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.
- B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.02 SUBMITTALS

- A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

1.03 CODES AND STANDARDS

- A. ACI 301 "Specifications for Structural Concrete for Buildings", ACI 318" Building Code Requirements for Structural Concrete", ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"; comply with applicable provisions except as otherwise indicated.

1.04 TESTING

- A. Air content shall be in accordance with American Society for Testing Materials Standard Methods C 173, one for each set of compressive strength specimens.
- B. Sampling of freshly mixed concrete shall be in accordance with ASTM C172.
- C. Slump: ASTM C-143
- D. Test results will be reported in writing to Engineer, Contractor, Owner and Concrete producer on same day tests are made.

- E. Laboratory Reports: Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PORTLAND CEMENT

- A. Shall comply with the standard specifications for Portland Cement, A.S.T.M. designation C-150, Type II, or Type III (high-early), where indicated on drawings.

2.02 CONCRETE AGGREGATE

- A. Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33 or to ASTM C-330. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.
- B. Fine Aggregate - Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject to the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

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

<u>Total Retained On</u>	<u>Percent Retained</u>
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

C. Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

D. Coarse Aggregate.

1. Coarse aggregate shall consist of hard, tough, durable components free from adherent coatings and vegetable matter, and shall not contain soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.
2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed 5 percent by weight. The substances designated shall not be present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 12 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing

Maximum Size Square Mesh Screen	97 - 100%
2 Maximum Size Square Mesh Screen	40 - 70%
No. 4 Sieve	0 - 6%

2.03 WATER

- A. Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.04 REINFORCEMENT

- A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.

- B. Welded Wire Fabric: ASTM A185, gauges, spacing and dimensions as indicated.
- C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.
- D. Tie Wire: 16 gauge minimum, black, soft annealed.
- E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.
- F. Epoxy coated or FRP rebar shall be used for all marine applications.

2.05 FORM WORK

- A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.
- B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled, and edge sealed, with thickness not less than 3/4 inch.
- C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.
 - 1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.
 - 2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.
- D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 2-inch-wide on each leg.
- E. Steel Forms. Uncoated steel, 3/16-inch minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to bend, dent, or dimple under wet concrete load, vibrator impact, and tool impact. Maintain steel form in rust-free condition by use of steel wood and light grinding, followed by coats of specified release agent. Use forms that can be adjusted into true alignment without stops or ridges.
- F. Glass Fiber Reinforced Plastic (FRP) Forms: Smooth coated forms, braced so as not to bend, dent or dimple under wet concrete loads, vibrator impact and tool impact, and at least 0.11 inch thick. Design forms for external bracing at piers and columns, without use of form ties.

- G. Plugged Cone Form Ties: Rod type, with ends or end fasteners which can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance. Form ties shall be of a design in which the hole left by the removed end or end fastener is easily filled to match the surface of the hardened concrete. Provide removable cones 13 inches in diameter by 12 inches deep. Provide preformed mortar plugs to match the color of the concrete, recessed 3 inches, adhered with an approved two-part epoxy.
- H. Weep Hole Forms: PVC polyethylene, or ABS pipe, matching color of the concrete, 4 inch inside diameter, with outlet projecting 12 inches from wall and cutoff in a plane parallel to it.
- I. Circular and Elliptical Column Forms: Fabricate of two pieces, clamped watertight using gaskets and without horizontal joints. Install horizontal construction joints only where indicated or as directed by the Engineer.
- J. Beam Forms: Provide in one length without form joints and suitable for cambering up to 1/160 of span without distortion of profile or opening of seams.
- K. Forms of Hammerhead Pier Caps: Provide in one length with adjustable soffits, bulkheads and screens as necessary to accommodate different hammerhead beam configurations. Provide no construction joints in hammerhead pier caps. Where three or fewer identical hammerhead pier caps occur within a line section, steel braced HDO plywood forms may be substituted for steel forms if:
1. Working drawings of formwork are submitted.
 2. Internal form ties are regularly spaced no less than 48 inches each way and are made watertight.
 3. Form ties have removable cones, which are filled to match concrete.
 4. Joints in panels are fully watertight.
 5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.
- L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.
- M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.

- N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.
- O. Shoring: As designed and executed by Contractor to support all loads.
- P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a 3/4-inch chamfer at exposed edges of concrete members.
- Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

2.06 ADMIXTURES

- A. Air Entraining Admixture: ASTM C260.
- B. Water Reducing and Retarding Admixture:
 - 1. Concrete Without Superplasticizer:
 - a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.
 - b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.
 - c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.
 - 2. Concrete with Superplasticizer:
 - a. Water Reducing, High Range Admixtures: ASTM C494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rehoplastic state in excess of two hours if necessary.

- b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if variations are required because of temperature/humidity, wind or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

3. Concrete used in Marine Applications:

- a. Micro Silica admixtures shall be used for concrete installed in marine and coastal applications. Concrete designs shall meet the appropriate requirements of EN206-1, BS 8500 and BS 5075. Contractor shall provide plant certification for all mix designs used in marine and coastal applications.

2.07 GROUT

- A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.
- B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.
- C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.
- D. Clarifier Basin Grout: Class B concrete of coarse aggregate shall pass the 3/4 inch sieve.

2.08 MEMBRANE CURING COMPOUND.

- A. Membrane curing compound shall be wax-free, pigmented, 100 percent resin base compound such as A.C. Horn's "Horncure 30 C", Hunt Process Corporation; Southern's "All-Resin", or equal.

2.09 BONDING AGENT.

- A. Bonding agent shall be Colma Fix, as manufactured by Sika Chemical Corporation, of Passaic, New Jersey or equal. To be considered equal, the material must be a two-component epoxy-polysulphide resin system, and it must have a demonstrated record of

strong adhesion to both wet and dry concrete in either the hardened or the plastic state. It must also be of equal strength.

2.10 ACCESSORIES

- A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90° to support top bars.
- B. Membrane: 6 mil polyethylene film.
- C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, 9 inches x 3/8 inch at wall thickness of 12 inches or greater, and 6 inches x 3/8 inches at wall thickness less than 12 inches. Provide 6-inch split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.
- D. Preformed Expansion Joint Filler:
 - 1. Bituminous type conforming to the requirements of ASTM D994.
 - 2. Nonextruding type, self-expanding cork, 3/4-inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, Type III, and compatible with the specified joint sealant compound.
- E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.
- F. Tongue and Groove Joint Forms: 24-gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.
- G. Inserts: Galvanized steel to fit the proposed hanger or support.
- H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one-part cement to two and on-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.
- I. Burlap Mats: Conform to AASHTO Specification M182.

- J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concrese 1001-LPL, or equal.
- K. Powdered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

- A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the engineer, provided they are not considered to replace structurally the displaced concrete.
- B. Conduits and pipes of aluminum shall not be embedded in structural concrete unless effectively coated or covered to prevent electrolytic action between aluminum and steel.
- C. Conduits and pipes, with their fittings, embedded within a column shall not displace more than 4% of the area of cross section on which strength is calculated or which is required for fire protections.
- D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.
- E. Except when plans for conduits and pipes are approved by the engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:
 - 1. They shall not be larger in outside dimension than one-third overall thickness of slab, wall, or beam in which they are embedded.
 - 2. They shall not be spaced closer than three diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

- A. Pipes that will contain liquid, gas or vapor may be embedded in structural concrete under the following conditions:
 - 1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.
 - 2. No liquid, gas, or vapor, except water not exceeding 90°F (32C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.
 - 3. Concrete cover for pipes, conduits and fittings shall be not less than 12 inches (38 mm) for concrete exposed to earth or weather or in contact with ground.

4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.
5. Piping and conduit shall be so fabricated and installed that cutting, bending or displacement of reinforced from its proper location will not be required.

PART 3 - EXECUTION

3.01 PROPORTIONING

- A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty (30) nor more than fifty (50) percent of the total weight of the aggregate.
- B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed four (4) inches. Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.
- C. The amount of air entrained in the freshly mixed concrete shall not be less than three (3) percent nor more than six (6) percent. The minimum cement content in sacks per cubic yard of concrete shall not be less than six (6) sacks per cubic yard for Class "A" concrete.
- D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete", (A.S.T.M. designation C-94).
 1. Class "A" concrete for all structures shall have minimum compressive strength of 4000 psi at 28 days.
 2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.
 3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.02 MIXING AND PLACING

- A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I. 318).

- B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.
- C. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:
- | | | |
|----|----------------------------------|--------------------|
| 1. | Date and time leaving plant | Additives (if any) |
| 2. | Type of cement and weight | Site arrival time |
| 3. | Quantity of water and time added | Site leaving time |
- D. Concrete.
1. Ready-mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.
 2. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.
 3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.
- E. Mixer Speed.
1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.
 2. Excessive over-mixing, required additions of water to preserve the required consistency, shall be cause for rejection of the batch.
 3. Concrete shall not remain in a transit mixer or agitator truck more than 90 minutes after the water has been introduced, and not for more than 45 minutes if any approved retarding agent is not used.
 4. Minimum mixing time shall be 50 revolutions of drum at rated speed.
- F. Measurement.

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.
2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8-1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes.

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.
2. Maximum Water-Cement Ratio:
 - .37 (lbs/lb) - Concrete with superplasticizer
 - .38 (lbs/lb) – Concrete in Marine Environments
 - .45 (lbs/lb) - Class A concrete without superplasticizer
 - .55 (lbs/lb) - Class B concrete without superplasticizer
 - .65 (lbs/lb) - Class C concrete without superplasticizer
3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).
4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer.
 - 7 inches plus or minus 1 inch for Class A and B with superplasticizer.
 - 8 inches plus or minus 1 inch for tremie concrete or as specified by details.

H. Placing Concrete.

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.
2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.
3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.
4. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by

spading and hand-rodming between reinforcing steel and form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and not more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodming.

5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1-inch minimum layer of 1:2-1/2 cement-sand grout, with a 6-inch to 8-inch slump, placed on existing concrete not more than 20 minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three layers at 12 inches each for the full length of the pour before proceeding higher. The placing of concrete shall not be delayed more than 20 minutes between layers or lifts.
6. Slab forms shall be thoroughly cleaned after placing wall concrete below. Concrete in beams or walls shall be placed to bottom of floor slab. After concrete in walls below floor slab has been in place for approximately 30 minutes, the concrete for the floor slab and upper portion of the beam shall be placed and vibrated.
7. When concrete is conveyed by chutes, the equipment shall be of proper size and design to insure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one vertical to three horizontal or more than one vertical to two horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the discharge end of the chute and the surface of the concrete is more than five feet, a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.03 CURING AND PROTECTION

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.
 2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.
 3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30% solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.
 4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.
- B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproof sheet.
1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of 7 days for normal Portland cement or 4 days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured 4 days.
 2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by the water.

3. Covering with Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover with waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.04 PLACING REINFORCEMENT

- A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of twenty-four (24) bar diameters but not less than twelve (12) inches.
- B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.
- C. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, latest revision.
- D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.
- E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete. Minimum clearances between the steel and face of concrete shall be maintained as shown.
- F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameters apart, rather than as specified above.

3.05 FORMS

- A. Installation and erection shall be in accordance with ACI 347 and as specified hereinafter.
- B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.
- C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms.

Chamfer strips made from nominal dimensional 1" x 1" lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.

- D. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.
- E. The Contractor shall be fully responsible for the adequacy of formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by drawings.
- F. Slots, chases, recesses or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.
- G. Box out for all temporary openings and build forms to seal them up when and as required.
- H. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the Manufacturer's instructions.
- I. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness

and strength or desired surface finish. Used forms shall not be used for architectural concrete.

- J. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.
- K. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.
- L. Bonding to Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.06 FORM REMOVAL

- A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40 degrees F.

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

Walls, piers columns, sides of beams, footings slabs on grade, and vertical surfaces	24-48 hours	12-24 hours	70
Front face form of curbs	6-24 hours	6 hours	70

3.07 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.
2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.
3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one-part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.
4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.
5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with the following schedule:

<u>Finish Designation</u>	<u>Area Applied</u>
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than 2 inch, and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions 3 inch or deeper, and fill tie holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry consisting of one-part cement and one and one-half parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.
F-4	Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:

- a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

<u>Finish Designation</u>	<u>Area Applied</u>
S-1	Slabs and floors not water bearing: Smooth steel trowel finish.
S-2	Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.
S-3	Slabs, floors and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.

- S-4 Slabs and floors at slopes greater than 10%: Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.
- S-5 Exposed edges of slabs, floors and tops of walls: Finish with a 3-inch radius edge if a chamfer is not indicated.
- C. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10-foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.
- D. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.
- E. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8 inch in 10 feet as determined by a 10 foot straightedge placed anywhere on the slab in any direction.
- F. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least 20 days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.
- G. Saw Cut Joints: Cut joints that are to be saw cut not sooner than 2 hours after the concrete is poured and not later than 8 hours after the pour.

3.07 TESTS

- A. Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Standard Methods C-31 and C-39, latest revision. Four specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One additional test shall be taken from each thirty (30) cubic yards or fraction thereof in each pour in excess of thirty (30) cubic yards.

- B. Test specimens shall be taken from manhole bottom pours of less than five (5) cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven (7) days, the remainder at twenty-eight (28) days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.
- C. Slump test shall be made in accordance with ASTM C143, latest revision, and shall be made with each load and at time of cylinders.
- D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation and shall be protected from accidental damage at all times.
- E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.08 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER STOPS

- A. Expansion Joints shall be places as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.
- B. Construction Joints shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.
- C. Water Stops. Material for water stops shall be 9-inch PVC multi-rib center-bulb type for expansion joints, and 1/4" x 4" and 1/8" x 4" structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 31 23 00
EXCAVATION AND FILL

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:

1. Stripping, storing and replacing topsoil;
2. Excavation and backfill for pipe trenches;
3. Excavation and embankment for road, grading and drainage of the site;
4. Excavation and backfill for buildings and structures; and
5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

- A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

- A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand excavation be employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have no claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.

- B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings, as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings, or directed by the Engineer. All excavated material not required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.
- C. The term "subgrade" as used herein shall have the meaning given below:
 - 1. The bed of a trench prepared as specified to receive pipes or other conduits;
 - 2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests;
 - 3. The surface of excavation or embankment areas prepared to receive topsoil; and
 - 4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 - MATERIALS

2.01 TOPSOIL

- A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six inches (6"). On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.
- B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two inches (2") for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be effected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

- A. In locations where the working space is limited, the material excavated from the first one hundred feet (100') of any trench, or from such additional length as may be required, shall

upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns, and the failure or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

- B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.
- C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

- A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.
- B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.
- C. No timber sheeting, bracing or shoring shall be left within 18 inches (18") of any natural ground surfaces or within 12 inches (12") of the subgrade of any rigid or flexible type

pavement, or railroad roadbed. In any trench shoring system, no vertical member shall remain directly over the pipe and no horizontal member shall remain within 12 inches (12") of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

- D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner, and shall not be entitled to additional compensation for such corrective work.

PART III - EXECUTION

3.01 ORDER OF WORK

- A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.
- B. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.02 SEWER LINES AND GRADES. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

- A. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of his anticipated trenching schedule so that avoidable delay in the work will not occur.
- B. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:
 - 1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall

be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset shall be on the side of the centerline opposite to that on which excavation will be thrown.

2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.
 3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right-angled offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.
- C. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

3.03 WIDTH AND DEPTH OF TRENCHES

- A. From the subgrade elevation to an elevation at least 12 inches (12") above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than 12 inches (12") nor more than 16 inches (16") wider nor more than eight inches (8") in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.
- B. From a point twelve inches (12") above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus 40 inches (40"). If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at his own cost and expense. Where sewers are to be constructed on rights-of-way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights-of-way and can be carried on without damage to adjoining property.

- C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six inches (6") below the outside bottom of the pipe at the barrel. When the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one (1) diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand, bankrun gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION

- A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower ninety degrees (90°) of the circumference of the pipe, i.e., so that one-fourth (1/4) of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell-holes shall be excavated to ensure that the barrel of the pipe will rest for its entire length upon the trench bottom.
- B. Bell-holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support ninety degrees (90°) of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.
- C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.05 CONCRETE CRADLE AND ENCASEMENT

- A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.

- B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at his own expense either concrete cradle or encasement as directed by the Engineer.
- C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.
- D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.06 LENGTH OF OPEN TRENCH

- A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed three hundred feet (300') and one hundred feet (100'), respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least 20 feet (20') in advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five feet (5') of the end of the open trench.
- B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipe lines, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.
- C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost and shall not again open said trench until he is ready to complete the structure therein.

3.07 ACCOMMODATION OF TRAFFIC

- A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense as may be necessary to keep the street or road open and safe for traffic.

- B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.
- C. The Contractor shall not obstruct fire hydrants.
- D. The roadway on one side of the line of work shall be kept open at all times.
- E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three feet (3') in width, shall be preserved free from all obstruction.
- F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.
- G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.08 ACCOMMODATION OF DRAINAGE

- A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.
- B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at his own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.
- C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.09 PUMPING

- A. The Contractor shall keep all excavations free from water, at his own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.
- B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.
- C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in progress, or produce any impediment to the use of the highways, roads, lanes, and streets by the public.
- D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the contractor.

3.10 EMBANKMENT

- A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at his own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.
- B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four inches (4") diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.
- C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width

as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.

- D. The material for embankment shall be deposited in layers of not more than nine inches (9") in thickness; each layer shall be separately compacted by heavy, grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one foot (1') above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three feet (3') above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.11 BACKFILLING TRENCHES

- A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:
1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances, and
 2. Eliminate settlement of the backfilled material.
- B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at his own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location of depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.
- C. The procedure of backfilling shall be as follows:
1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two feet (2') above the top of pipe or conduit, shall be refilled with clean earth deposited in four inch (4") layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation

- shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.
2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.
 3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six inches (6") in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than ninety-five percent (95%) of the optimum density of that material based upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed, and wetted as required as the work progresses.
 4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.
- D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.
- E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.
- F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two feet (2') above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stones not more than six inches (6") in largest dimensions, but not in proportion exceeding twenty percent (20%) of the total volume of backfill.
- G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.
- H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at his own cost and expense.
- I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.

- J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or his representatives; the Contractor will supply and pay for the testing.

3.12 BORROW EXCAVATION

- A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.
- B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.
- C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as will not detract from the general appearance of the improvement and shall not create unsatisfactory conditions.
- D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

3.13 BUILDINGS AND STRUCTURES

- A. Excavation.
 - 1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.
 - 2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.
 - 3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.
2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six inches (6") in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

- A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.
- B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

- A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them

as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.

- B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time, or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.
- C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.
- D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.
- E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

- A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.

- B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.
- C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities 48 hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

- A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.
- B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.
- C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner.

Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.

- D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

- A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.
- B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

3.19 CLEANUP

- A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within twenty-four (24) hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.
- B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of

the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.

- C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than two hundred feet (200') from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

- A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.
- B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin repairs of such surfaces when needed, within twenty-four (24) hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

SECTION 31 23 19
DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.
- B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

- A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

- B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.
- C. Siltation and Erosion:
 - 1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.
 - 2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.
- D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 33 01 00
OPERATION AND MAINTENANCE OF UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work included in this Section consists of furnishing all labor, equipment and materials and in performing all operations necessary for the construction or installation of all process and utility piping, valves, valve boxes and all castings and appurtenances within, complete and ready for operation as shown on the Drawings and specified herein.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Section 31 23 00: Excavation and Fill

1.02 QUALITY ASSURANCE

A. Construction Requirements:

1. All underground lines shall be installed with at least 30 inches of cover or as detailed on the drawings.
2. For underground utilities changes in pipe alignment and use of fittings may be allowed, subject to approval of the Engineer as to layout. Deflection shall not exceed 80 percent of the maximum allowable deflection as stated in the pipe manufacturer's installation instructions.

B. Pipe Inspection:

1. The Contractor shall obtain from the pipe manufacturers a certificate of inspection to the effect that the pipe and fittings supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. Certification shall be stamped with corporate seal.
2. All pipe and fitting shall be subject to visual inspection at time of delivery by rail or truck and also just before they are lowered into the trench to be laid. Joints or fittings that do not conform to these specifications will be rejected and must be removed immediately by the Contractor.
3. The entire product of any plant may be rejected when, in the opinion of the Engineer, the methods of manufacture fail to secure uniform results, or where the materials used are such as to produce inferior pipe or fittings.

1.03 SUBMITTALS

A. Shop Drawings:

1. In general, electronic copies of the following, but not limited to, shop drawings shall be submitted to the Engineer for approval prior to construction. Shop drawings to be numbered sequentially. Cover transmittal sheets to include project name, shop drawing number, shop drawing description and spec section(s).
 - a. Mill test certificates or certified test reports on pipe and fittings
 - b. Details of restrained and flexible joints
 - c. Valve vaults
 - d. Valve boxes
 - e. All gate, plug, ball, solenoid, check valves, and automatic air release valves
 - f. Couplings
 - g. Service saddles, curb, & corp stops.
 - h. Flexible expansion joints
 - i. Pressure gauges
 - j. Identification tape
 - k. Joint lubricant
 - l. Detailed piping layout drawings and pipe laying schedule
 - m. Temporary plug and anchorage system for hydrostatic pressure test
 - n. Tie rods
 - o. Reduces pressure backflow preventers.
2. A separate shop drawing submittal will be required for each major item listed above and for each different type of an item within a major item. For example, separate submittals will be required for gate, plug, ball, solenoid, check and automatic air

release valves. All submittals shall be in accordance with the General Conditions and the Supplementary Conditions.

B. Acceptance of Material:

1. The Contractor shall furnish an Affidavit of Compliance certified by the pipe manufacturer that the pipe, fittings and specials furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and these Specifications. No pipe or fittings will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.
2. The Owner reserves the right to sample and test any pipe or fitting after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

C. Operation and Maintenance Manuals:

1. Submit copies of operation and maintenance manuals for all the items requiring routine maintenance.

1.04 DELIVERY, STORAGE AND HANDLING

- A. During shipping, delivering and installing pipe, fittings, valves, backflow preventers, and accessories, they shall be handled in such manner as to ensure a sound undamaged condition.
- B. Particular care shall be taken not to damage the pipe coating.
- C. Insides of valves and backflow preventers shall be kept free of dirt and debris.

1.05 JOB CONDITIONS

A. Water in Excavation:

1. Water shall not be allowed in the trenches while underground pipes are being laid and/or tested. The Contractor shall not open more than 100' of trench than the available pumping facilities are able to dewater to the satisfaction of the Engineer. The Contractor shall assume responsibility for disposing of all water so as not to interfere with the normal drainage of the territory in which he is working.
2. In no case shall the pipelines being installed be used as drains for such water, and the ends of the pipe shall be kept properly and adequately plugged during construction by the use of approved stoppers and not by improvised equipment. All necessary precautions shall be taken to prevent the entrance of mud, sand, or

other obstructing matter into the pipelines. If on completion of the work any such materials have entered the pipelines, it must be cleaned as directed by the Engineer so that the entire system will be left clean and unobstructed.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile Iron Pipe: Ductile iron pipe shall conform to the requirements of ANSI/AWWA C150/A21.50, latest revision. The minimum thickness class for all pipe greater than 12" diameter shall be pressure Class 250, and all pipe 12" or less in diameter shall be pressure Class 350.

Pipe shall have a minimum rated water working pressure of 250 psi and shall be furnished in laying lengths of 20 feet or less, unless specifically shown otherwise on the Drawings. The pipe shall be lined and coated as specified below.

1. Interior Lining for Raw Activated Sludge (RAS), Sludge Lines and Force Mains: Ductile iron fittings and specials shall be coated with 40 mils nominal dry film thickness of Protecto 401 or approved equal in accordance with the manufacturers recommended actions.
2. Interior Lining for Potable and Reclaimed Water Piping: Ductile iron pipe, fittings and specials shall be cement lined in accordance with ANSI/AWWA C104, current revision, "Cement-Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings for Water". The cement lining shall have a standard thickness and after curing the lining shall have a seal coat of bituminous material in accordance with ANSI/AWWA C104, current revision.
3. Exterior Coatings: The exterior of ductile iron pipe fittings and specials to be installed underground shall be coated at the factory with standard bitumastic coating.
4. Polyethylene Encasement: Where indicated the Contractor shall utilize polyethylene encasement in accordance with ANSI/AWWA C105-T1. The polyethylene shall conform with ASTM D-1248-68 and be color coded to the service application.
5. Ductile iron pipe, fittings and specials to be installed aboveground shall be furnished with a shop applied primer on the exterior. The shop primer shall be as specified in accordance with manufacturers recommendations.

- B. Fittings: Fittings for ductile iron pipe shall be either mechanical joint, restrained joint or flanged joint as indicated on the Drawings and shall have a minimum working pressure of 250 psi. Fittings shall be ductile iron and shall conform to ANSI/AWWA C110, ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions for flanged and mechanical joint pipe. Fittings shall be coated and lined as specified above for ductile iron pipe. The rubber gaskets for flanged, mechanical, and push on joints shall be as described below.
- C. Push-On Joints: Pipe using push-on joints shall be in strict accordance with ANSI/AWWA C111, latest revision and shall be as manufactured by American Cast Iron Pipe Company (Fastite Joint), United States Pipe Company (Tyton Joint), or Clow Corporation (Super Bell Tite Joint). Jointing materials shall be provided by the pipe manufacturer and installation shall be in strict accordance with the manufacturer's recommended practice.
- D. Mechanical Joints: Jointing materials for mechanical joints shall be provided by the pipe and fitting manufacturer. Materials assembly and bolting shall be in strict accordance with ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.
- E. Flanged Joints: Flanges shall be American Standard for 125 pound steam pressure with any special drilling and tapping as required to insure correct alignment and bolting. Gaskets shall be rubber full face type, minimum thickness of 1/8 inch. Flanged joints shall be made with bolts and nuts, studs with a nut on each end, or studs with nuts where the flange is tapped.

The number and size of bolts shall conform to the same American National Standard as the flanges. Unless noted otherwise, bolts and nuts shall be Grade B conforming to the ASTM Specifications for Steel Machine Bolts and Nuts and Tap Bolts, Designation A 307. Bolts and studs shall be of the same quality as machine bolts. Bolts and nuts shall have hexagonal heads. Where noted on the Drawings or where flanges are underground, stainless steel nuts and bolts shall be used for flanges. Stainless steel shall be Type 316 in accordance with ASTM A320, Class 2.

- 1. Machined Surfaces: Machined surfaces shall be cleaned and coated with a suitable rust preventative coating at the shop immediately after being machined.
- F. Restrained Joints: Restrained joints shall be provided for all buried piping systems at the location required to restrain the system thrust. Pipe joints and fitting shall be restrained as specified below.

1. **Manufactured Restrained Joints:** Manufactured restrained joints shall be Flex-Ring, Lok-Ring or Lok-Fast manufactured by the American Cast Iron Pipe Company, Lok-Tyte or Tr-Flex Type manufactured by the United States Pipe Company as manufactured by McWane, or an equal approved by the Engineer. Joints shall be manufacturer's standard specifically modified push-on type joints with joint restraint provided by ductile iron retainer rings joined together by corrosion resistant, high strength steel tee head bolts and nuts or with joint restraint provided by a welded on retainer ring and a split flexible ring assembled behind the retainer ring.

Restrained joint pipe and fittings shall be ductile iron only and shall comply with applicable portions of this specification. Manufactured restrained joints shall be capable of deflection during assembly. Deflection shall not exceed 80 percent of the manufacturer's recommendations.

Tee head bolts and nuts for restrained joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan, or an equal approved by the Engineer.

2. **Alternate Restrained Joints:**
 - a. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with mechanical joints may be restrained using a follower gland which includes a restraining mechanism. When actuated during installation, the restraining device shall impart multiple wedging action against the pipe wall which increases resistance as internal pressure in the pipeline increases. The pipe must be suitable for use with the proposed device.

The joint shall maintain flexibility after installation. Glands shall be manufactured of ductile iron conforming to ASTM A536 and restraining devices shall be of head treated ductile iron with a minimum hardness of 370 BHN. The gland shall have standard dimension and bolting patterns for mechanical joints conforming to ASNI/AWWA C111 and C153, latest revisions.

Tee head bolts and nuts shall be manufactured of corrosion resistant, high strength, low alloy CORTEN steel in accordance with ASTM A242.

The restraining wedges shall have twist off nuts to insure proper torquing. The mechanical joint restraint device shall have a minimum working pressure rating of 250 psi with a minimum safety factor of 2 to 1 and shall be MEGALUG[®] as manufactured by EBBA Iron, Inc.

No other retainer gland type device will be acceptable. After installation prior to backfilling, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

- b. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with push on joints may be restrained using a restraining gasket similar to the "Field Lok" gasket manufactured by U.S. Pipe & Foundry. The device must be suitable for the pipe and pressure rating intended and is subject to approval by the Engineer. The required length of restrained joint pipe shall be provided on either side of all valves and fittings employing restraining devices. Restrained lengths shall be calculated per DIPRA standards based on Type II laying conditions and an operating pressure of 150 psi, unless otherwise indicated.

2.02 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

- A. Gravity Drainage Piping: PVC pipe used for gravity drainage piping installed underground shall be SDR 26 pipe.
- B. Small PVC Pressure Piping: Unless otherwise specified, all PVC pressure pipe smaller than 4 inches nominal diameter shall be Schedule 80 PVC or Endot Endpure HDPE, (as shown). Schedule 80 pipe shall have either solvent welded or threaded joints. PVC pressure pipe shall bear the approved seal of the National Sanitation Foundation (NSF). PVC pipe that is exposed to sunlight shall be manufactured with additives to provide resistance to ultraviolet deterioration. No glued joint pipe shall be installed below ground, unless other specified. All water pipe to be Class 200 (DR 21) gasketed bell and spigot pipe blue in color.
- C. Fittings: Socket type, solvent welded fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2467. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All solvent welded or threaded joints shall be watertight.
- D. Flanges: Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with either solvent welded or threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively. Gaskets shall be neoprene, full faced type with a minimum thickness of 1/8 inch. Nuts and bolts shall be hexagonal with machine threads, manufactured of Type 316 stainless steel in accordance with ASTM A320, Class 2. Type 316 stainless steel flat washers with lock washers shall be used against PVC flanges.
- E. Solvent Cement: PVC solvent cement shall be in compliance with ASTM D2564 and in accordance with the pipe manufacturer's recommendations.

- F. Thread Lubricant: Lubricant for Schedule 80 threaded joints shall be Teflon tape only.
- G. Polyvinyl Chloride Pipe 4 Inches and Larger in Size for Pressure Service: Polyvinyl chloride pipe for nominal diameters 4 inches to 12 inches in size shall conform to the requirements of AWWA C900 with a dimension ratio of DR 18, pressure class 150, and gasketed integral bell ends. For PVC pipe larger than 12 inches for pressure service, the pipe shall conform to the requirements of AWWA C-905 with a minimum DR of 25, pressure rating of 165 psi, with gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 150 psi and with not less than a 4 to 1 sustained hydrostatic pressure safety factor. Fittings for C-900 PVC pipe shall be ductile iron fittings with restrained joint ends for potable water or reclaimed water lines, and restrained PVC fittings for sanitary force mains.
- H. All PVC pipe installed shall be color coded for the service intended. Potable water piping shall be extruded blue, reclaimed water shall be lavender, force main white, and gravity sewer green. Care shall be taken to avoid exposure to sunlight. Pipe should be marked for its use in three places on the pipe barrel.
- I. Joints (4 Inches and Larger PVC Pipe):
 - 1. Bell and Spigot:

Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with factory glued rubber ring gasket with conforms to the manufacturer's standard dimensions and tolerances. The gasket shall meet the requirements of ASTM F477 "Elastomeric Seals (Gaskets) for Joining Plastic Pipe". PVC joints shall be "Ring-Tite" as manufactured by J-M Manufacturing Company, Inc. or an equal approved by the Engineer.
 - 2. Restrained Joints:

Where indicated on Drawings, to prevent pipe joints and fittings from separating under pressure, pipe joints and fittings shall be restrained as follows:

 - a. PVC pipe bell and spigot joints shall be restrained with EBBA Iron MEGALUG[®] Series 1500 Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.

- b. Cast iron mechanical joint fittings used with PVC pipe shall be restrained with the EBBA Iron MEGALUG[®] Series 2000 PV Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.
- c. Thrust Blocking. Provided concrete reaction or thrust backing on all pressure pipe lines four (4) inches in diameter or larger (except those having flanged joints or restrained joints) at all tees, plugs, caps, and at bends deflecting 222E or more, or movement shall be prevented by attaching suitable metal rods or straps as directed by the Engineer. Concrete used for this purpose shall be Class "C". Reference reaction blocking table shown on construction plan details.
- d. Joint restraint. Push on joints on either side of valves and fittings restrained by mechanical restraining devices shall be restrained with "Uni-Flange" mechanisms. The number of restrained joints shall be determined by DIPRA methods and a laying schedule shall be provided for approval by the Engineer prior to installation of joint restraint.

2.03 PVC FITTINGS (4 INCHES AND LARGER PVC PIPE)

- 1. Fittings shall be PVC and manufactured of the same design as the PVC pipe. PVC fittings 4 inches through 36 inches shall be PVC injection molded made of materials meeting or exceeding the requirements of cell class 12454-B material as defined in ASTM D1784. Fittings shall be manufactured with pipe that meets or exceeds AWWA C-905 standard. All PVC fittings must comply with or exceed ANSI/AWWA C907, Uni-B-12, Uni-B-14 standards. All PVC fittings must be certified by CSA to the CSA B137.3 standard as third party certification. The fittings must be of the same design as the PVC pipe with an HDB of 4000 psi and minimum SDR 25 wall thickness design. All fittings must have UL-FM approval, and shall comply with or exceed all ASTM Standards for fittings. Fittings must have NSF-61 certification for contact with potable water. PVC fittings shall be pressure rated to 165 psi or greater.
- 2. All restrained joint systems shall be pressure rated the same as the PVC pipe and fittings. All components of the restraint system shall meet or exceed all requirements of ANSI/AWWA C-111/A21.11 latest revision. Restraints shall provide a full 360 degree contact on the pipe with sufficient gripping action to secure the clamp to the pipe and be designed so that the restraint action is increased as a result of increases in the line pressure. Restraint devices for PVC pipe and fittings shall consist of split restraint ring installed on the spigot, connected to a split ring which seats behind the gasket race of the fitting.

The split restraint ring shall incorporate a series of machined serrations (not "as cast") on the inside diameter to provide positive restraint, exact fit and 360 degree contact and support of the pipe wall. The two halves of the split backup ring shall interlock without the need for additional bolts and shall form a beveled leading edge to assure exact fit behind the fitting gasket race. Restraint devices shall be of ductile iron, ASTM A536, Grade 65-45-12 and connecting bolts shall be of high strength, low alloy material in accordance with ASNI/AWWA C111/A21.11. Restraint devices shall be Uni-Flange 1300 series or other approved restrained joint devices.

2.04 WALL SLEEVES, SEALS, PIPES AND NON-STANDARD CASTINGS

- A. Wall Sleeves: Wall sleeves shall be of cast iron, ductile iron or carbon steel. The sleeve shall be hot dipped galvanized after fabrication and shall have a waterstop located in the center of the wall. Sleeves shall be provided with seals and shall be sized as required for the installation of seals. Sleeves shall terminate flush with finished surfaces of walls and ceilings and shall extend 2 inches above the finished floor unless otherwise shown on the Drawings.
 - 1. Wall sleeves shall be installed for all piping passing through building walls and floors, except where noted on the Drawings. Sleeves shall be of sufficient size to pass the pipe without binding. Escutcheons shall be provided at walls and floor to completely conceal the sleeves smaller than 3 inches. Escutcheons shall be 304 SS split-type.
- B. Wall Sleeve Seals: Wall sleeve seals shall be modular mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and wall sleeve. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and nut. After the seal assembly is positioned in the sleeve, tightening of the bolts shall cause the rubber sealing elements to expand and provide an absolutely water-tight seal between the pipe and wall sleeve. The synthetic rubber shall be suitable for exposure to sludge and groundwater. Bolts, nuts and hardware shall be 18-8 stainless steel. The seals shall be Link Seal as manufactured by Thunderline Corporation or equal, and the wall sleeve and seal shall be sized as recommended by the seal manufacturer.
- C. Wall Pipes: Wall pipes shall be of the size and types indicated on the Drawings. All wall pipes shall be of ductile iron and shall have a central fin not less than 2 inch thick and the same diameter as the bolting flange cast midway of the length to form a waterstop. Each wall pipe shall be of the same grade, thickness and interior coating as the piping to which it is joined. Those portions of the wall pipes that are buried shall have a coal tar epoxy outside coating.
- D. Non-Standard Fittings and Castings: Fittings having non-standard dimensions and cast especially for this project shall be of an approved design. Fittings shall be manufactured to meet the requirements of the same specifications and shall have the same diameter and

thickness as standard fittings but laying lengths and types of ends shall be determined by positions in the pipelines and by the particular piping to which it is connected. Flange facing and drilling shall conform to the 125 pound American National Standards Institute. Where require, flanges shall be drilled and tapped for studs. Other dimensions shall be substantially equal to corresponding parts of standard bell and spigot fittings.

2.05 PIPE COUPLINGS

A. Couplings:

1. Pipe couplings used to joint two pieces of plain end pipe shall be sized to suit the outside diameter of the pipe ends to be jointed. Transition couplings shall be used to join pipes of different outside diameters. Pipe couplings shall be bolted type with steel middle ring and end followers. The couplings shall be restrained for the test pressure of line using approved retaining system.
2. All carbon steel parts of the coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12 mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc.
3. Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.
4. Bolts shall be manufactured of high strength Type 304 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision.
5. Couplings shall be Style 38 as manufactured by Dresser Industries, Inc. or an equal approved by the Engineer.

2.06 PVC BALL AND BALL CHECK VALVES

- A. PVC Ball Valves: All PVC ball valves 2 inch through 4 inch in size shall be of a one piece capsule type manufactured of Type 1, Grade 1 PVC. Ball valves shall be true union design with two-way blocking capability and shall have solvent welded socket or NPT threaded ends. Ball valves shall have Teflon seats with Viton backing cushions and Viton O-ring seals, and shall be designed for a 150 psi water working pressure at 120EF. Valves shall be supplied with ABS lever operating handles. PVC ball valves shall be manufactured by Asahi/America, or equal approved by the Engineer.
- B. PVC Ball Check Valves: All PVC ball check valves 1 inch through 2-1/2 inch in size shall be of a solid thermoplastic construction manufactured of Type 1, Grade 1 PVC. Ball check

valves shall be true union design with solvent welded socket or NPT threaded ends. Ball check valves shall be furnished with a solid thermoplastic ball. Ball seat shall be Teflon coated Viton. The same seal shall function as both the ball seat and the union seal. PVC ball check valves shall be designed for a 150 psi water working pressure at 120°F. Valves shall be manufactured by Asahi/America, or an equal approved by the Engineer.

2.07

GATE VALVES

- A. Bronze Gate Valves: Gate valves installed aboveground, less than 2 inches in size and smaller, shall be Class 150 all bronze valves conforming to Fed. Spec. WW-V-54d, Type I, Class B designed for a non-shock water pressure of 300 psi. Bronze for valve body and internals shall be in accordance with ASTM B16.18. Valves shall be furnished with screwed ends, handwheel operator, non-rising stem, one-piece solid wedge disc and screwed bonnet. Valves shall be as manufactured by Crane, Powell or an approved equal.
- B. Ductile Iron Gate Valves:
 - 1. Ductile iron gate valves shall open by turning to the left (counter-clockwise), when viewed from the stem. When fully open, gate valves shall have a clear waterway equal to the nominal diameter of the pipe. Operating nut or hand wheel shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer's distinctive marking, pressure rating and year of manufacture cast in the body. Prior to shipment from the factory, each valve shall be tested by applying to it a hydrostatic pressure equal to twice the specified working pressure. Hydrostatic and leakage tests shall be conducted in strict accordance with ANSI/AWWA C509, latest revisions.
 - 2. Gate valves with nominal sizes from 2 to 24 inches shall conform to ANSI/AWWA C509, latest revision, and shall be designed for a minimum working pressure of 250 psi. Valves shall be ductile iron body resilient seat type with O-ring stem seals. The valve stem, stem nut, glands and bushings shall be manufactured of zinc free bronze. Valve disc shall be constructed to assure uniform seating pressure between disc seat ring and body seating surface. Resilient seat of valve shall be formed by a special corrosion and chloramine resistant, synthetic elastomer which is permanently bonded to and completely encapsulates a ductile iron valve disc. Interior of valve body shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating. Exterior surfaces shall be coated as specified hereinafter. Resilient seated type gate valves shall be as manufactured by U.S. Pipe or equal.
 - 3. Valve Joints: All gate valves shall have either mechanical joint, restrained joint or flanged ends to fit the pipe run in which they are to be used. Gate valves installed on push on joint pipe shall have mechanical joint ends unless otherwise specified.

4. Valve Operators: Gate valves shall open left (counter-clockwise) when viewed from the stem. Unless otherwise shown on the Drawings or specified herein, gate valves shall have non-rising stems. Buried gate valves shall be furnished with a 2 inch square AWWA standard nut operator with a valve box and cover. Gate valves located aboveground or inside structures shall be furnished with a handwheel operator which shall have an arrow cast in the metal indicating the direction of opening. Gate valves used as isolation valves for reduced pressure backflow preventers shall be of the open screw and yoke (OS&Y) design with a handwheel operator.
5. Exterior Valve Coatings: All exterior surfaces of iron body gate valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated units, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation, aboveground valves shall be finish painted in accordance with manufactures recommendations.

2.08 PINCH CHECK VALVES

- A. Valves are to be of the flow operated check type with flanged joint ends on both check sleeve and metal body. Port areas shall be 100% of the mating pipe port area. The port area shall contour down to a duckbill which shall allow passage of flow in one direction and prevent reverse flow in the other direction. The flexible duckbill sleeve shall be one piece rubber construction with fabric reinforcement. The flange shall be drilled to ASNI B16.1, Class 125/ANSI B16.5 Class 150 standard. Valve body shall be drilled and tapped for flushing connection on top and bottom of the housing. Valve body shall be two piece split body construction. The two halves shall be sealed by diamond shaped cross section rubber gaskets permanently locked by a groove cast in the valve body. Company name and location shall be cast onto the valve body. The valve shall be designed for a maximum back pressure of 100 psi. The valve shall be red valve series 33 or equal.
- B. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.

- C. Exterior Valve Coating: All exterior surface of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

2.09 PLUG VALVES

- A. General: Plug valves shall be non-lubricated eccentric type with flanged or mechanical joint ends as specified below. Valves shall open by turning to the left (counter-clockwise), when viewed from the stem. Port area of valves shall be a minimum of 80 percent of full pipe area. Valve pressure ratings, body flanges and wall thicknesses shall be in full conformance with ASNI B16.1, latest revision. Valves shall seal leak-tight against full rated pressure in both directions. Prior to shipment from the factory, each valve shall be hydrostatically tested as follows: Valve seats shall be tested to provide leak tight shut off to 175 psi for valves through 12 inch and 150 psi for valves 14 inches and larger, with pressure in either direction. In addition, a hydrostatic shell test shall be performed with a plug open to a pressure twice that of rating specified above to demonstrate overall pressure integrity of the valve body. Plug valves shall be eccentric plug valves as manufactured by DeZurik, Milliken, or approved equal.
- B. Eccentric Plug Valves: Eccentric plug valves shall be Series 100 as manufactured by DeZurick or equal. Valve bodies shall be constructed of high strength cast iron conforming to ASTM A126, Class B and AWWA C504, latest revisions. Valve bodies shall be cast with raised eccentric seats which have a corrosion resistant welded in overlay of not less than 90 percent pure nickel on all surfaces contacting the plug face. Valve seats shall be in accordance with AWWA C504 and AWWA C507, latest revisions. Valves shall be furnished with resilient faced plugs with Neoprene facing, suitable for use with sludge. Valves shall be furnished with replaceable, permanently lubricated, stainless steel, sleeve-type bearings in the upper and lower plug stem journals. Plug stem bearings shall comply with AWWA C504 and C507, latest revisions. Valves shall be bolted bonnet design. Valves shaft seals shall be designed so that they can be repacked without removing the bonnet and the packing shall be adjustable. Packing material shall be Buna-Vee type packing. Valve shaft seals shall be in accordance with AWWA C504 and AWWA C507, latest revisions. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.

- C. Interior Valve Lining: All interior ferrous surfaces of the valve that will have contact with the leachate except the valve seating surfaces shall be coated with a factory applied, fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revisions. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust, oil and grease before coating.
- D. Exterior Valve Coating: All exterior surfaces of plug valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed above ground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.
- E. Valve Joints: All plug valves installed aboveground, in valve vaults or on flanged piping shall have flanged ends. Flanges shall comply with facing, drilling and thickness of ANSI Standards for Class 125 dimension. Nuts and bolts for flanged connections in valve vaults or corrosive atmospheres shall be Type 316 stainless steel in accordance with ASTM A320, Class 2. Nuts and bolts for aboveground installations or non-corrosive atmospheres shall be carbon steel in accordance with ASTM A307, Grade B. All buried plug valves shall have mechanical joint ends with dimensions, bolting patterns and assembly in strict accordance with ANSI/AWWA C111, latest revision. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN-A, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.
- F. Mechanical Valve Actuators:
 - 1. All plug valves installed in valve vaults or buried underground shall have actuators designed for buried and submerged service. Valves shall have seals on all shafts and gaskets on valve and actuator covers to prevent entry of water and dirt. Actuator mounting brackets for buried and submerged service shall be totally enclosed and shall have gasket seals. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.
 - 2. All plug valves 6 inch in size and larger shall be furnished with mechanical gear actuators. Gear actuators shall be furnished with AWWA Standard 2 inch square operating nuts for buried valves, or handwheel, chainwheel or 2 inch square nut operators for aboveground or valve vault installation, as shown on the Drawings.

Gear actuator shall be sized for the maximum pressure differential across the valve, equal to the pressure rating of the valve. All gearing shall be enclosed in a high strength cast iron housing, suitable for running in a lubricant. Housing shall be provided with seals on all shafts to prevent the entry of dirt and water into the actuator. Actuator shaft and quadrant shall be supported on permanently lubricated bronze bearings. Actuator shall clearly indicate valve position for aboveground and valve vault installations and an adjustable stop shall be provided to set closing torque. Actuator shall be capable of withstanding an over-torque without damage up to 450 foot pounds for 2 inch square nut operators and to 300 foot pounds for handwheel or chainwheel operators.

3. Four inch and smaller aboveground valves shall be furnished with manual actuators, one-quarter turn to open. Actuator shall be supplied with an AWWA Standard 2 inch operating nut with a standard valve operating lever.

2.10 BUTTERFLY VALVES

- A. General: All butterfly valves shall be of the tight closing, rubber seat type with rubber seats that are securely fastened to the valve body or disc. No metal to metal seating surfaces will be permitted. Valves shall be bubble tight at rated pressures with flow in either direction and shall be satisfactory for applications involving throttling service and/or frequent operation and for applications involving valve operation after long periods of inactivity and for buried installation. Valve discs shall rotate 90 degrees from the full open position to the tight shut position. Valves shall meet the full requirements of AWWA Standard C 504 for Class 150B, short body, flanged or mechanical joint as required. Wafer design valves are not acceptable, except when indicated on the Drawings. The manufacturer shall have manufactured tight closing, rubber seat butterfly valves for a period of at least five years. All valves shall be Henry Pratt Company, DeZurik, Mueller, or equal.
- B. Valve Body: Valve bodies shall be constructed of cast iron ASTM A126 Class B or ASTM A48 Class 40. Ends shall be mechanical joint for buried service and flanged for aboveground use. Flange drilling shall be 125 pound in accordance with ANSI B16.1. Two trunnions for shaft bearings shall be integral with each valve body. When disc has the rubber seat, the valve body shall have a 18-8 Type 304 stainless steel body seat. The port diameter shall be no smaller than one inch less than the nominal valve size.
- C. Valve Shaft: The valve shaft may consist of a one piece unit extending completely through the valve unit or may be the "stub shaft" type. Materials to be stainless steel 18-8 Type 304.
- D. Valve Discs: Valve discs shall be constructed either of cast iron ASTM A126 Class B, ductile iron ASTM A536 or cast iron ASTM A48 each with Type 316 stainless steel seating edge or the entire disc may be constructed of cast 316 stainless steel. The stainless steel seating edge is not applicable to rubber seat disc type valves.

- E. Valve Seats: Valve seats shall be of a synthetic or natural rubber compound and any be mounted on the valve body.
- F. Valve Bearings: Valves shall be fitted with sleeve type bearings. Bearings shall be corrosion resistant and self-lubricating.
- G. Valve Packings: Packing shall be self-adjusting Chevron type or of the O-ring type.
- H. Interior and Exterior Valve Coatings: The valve shall be coated similarly as described in Section 2-05 C and D.

2.11 SWING CHECK VALVES

- A. Swing check valves 2-inch through 12-inch in size shall conform to AWWA C-508, latest revision, and shall be designed for a minimum water working pressure of 150 psi. Check valves shall have cast iron body, swing type and ends shall be flanged, Class 125 in accordance with ANSI B16.1. When open, the valve shall have a straight way passage with a minimum flow area equal to the full pipe area. Swing check valves shall be completely bronze fitted with renewable bronze seat ring and a rubber faced disc; valve hinge pin shall be stainless steel. Check valves shall be supplied with an outside lever and weight.
- B. Swing check valves shall absolutely prevent the return of water back through the valve when the inlet pressure decreases below the downstream pressure. The check valve shall be constructed such that the disc and body seat ring may be easily removed and replaced without removing the valve from the line. Each valve shall be hydrostatically tested at the factory, at a test pressure of 300 psi.
- C. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C-550, latest revision. Coating shall be holiday-free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.
- D. Exterior Valve Coating: All exterior surface of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

- E. All swing check valves shall be provided with a limit switch to indicate valve close position to pump starter, VFD, or control panel.

2.12 SERVICE SADDLES AND CORPORATION STOPS

- A. Service Saddles: Service saddles shall have ductile iron bodies in accordance with ASTM A536, latest revision, with double stainless steel straps. Bodies shall be brass or ductile iron, body shall have a fusion bonded nylon coating with a minimum thickness of 12 mils. Straps shall be Type 304 stainless steel with premium grade Type 304 L stainless steel bolts and Type 304 stainless steel washers and nuts. The nuts shall be Teflon coated. The gasket material shall be an elastomeric compound resistant to degradation by oil, natural gas, acids, alkalies, most aliphatic fluids and leachate. The outlet of the saddle shall have NPT threads. Service saddles shall be Rockwell No. 317, Ford or an equal approved by the Engineer.
- B. Corporation Stops: Corporation stops shall be all bronze construction in accordance with AWWA C80, latest revision. Inlet threads shall be NPT iron pipe threads and the outlet connections shall be of the packed joint type suitable for use with Schedule 80 PVC pipe. Corporation stops shall be Ford Ball Corp Type FB 1102, McDonald or an equal approved by the Engineer.
- C. Polyethylene Tubing. Service tubing shall be nominal wall polyethylene tubing conforming to the requirements of ASTM D-2737 and AWWA C-901. Tubing shall be manufactured from prime virgin PE-3408 high density polyethylene (HDPE) resin. Each coil of tubing shall be spiral wrapped with four (4) inch wide black .004 polyethylene film with minimum 2% carbon black content to shield the tubing from ultraviolet and violet light. Reclaimed water service tubing shall be lavender in color.
- D. Tubing shall be DR 9.0 CTS OD and supplied in 100 foot rolls. Tubing shall conform to all requirements set forth in AWWA C901. Tubing shall be marked with the following information at not more than 5 foot intervals: nominal size, material code designation, dimension ratio and diameter base, AWWA pressure class, AWWA designation and manufacturer's name or trademark and product record code.
- E. Fittings for use with polyethylene (PE) tubing shall be brass containing a pressure sealing O-ring and unidirectional grip ring and shall be designed for "press-on" or "stab-on" installation and manufactured by Ford Meter Box Company.

2.13 SOLENOID VALVES

- A. Solenoid valves shall be 2 way type for normally closed operation designed for not less than a 150 psi water working pressure. The valves shall have forged stainless steel Series 300 bodies for 3/4 inch and smaller and brass bodies for 1 inch and larger with NPT threaded ends, Buna N seals/disks and NEMA 4X Red hat II solenoid enclosures. The

valves shall operate on 120 VAC power, shall have threaded conduit hubs, standby manual operators and shall not require a minimum operating pressure differential for standby operation. The valves shall be provided with a manual override. The valves shall be Series 8210G for 3/4 inch and smaller and Series 8221G for one inch and larger as manufactured by Automatic Switch Company or approved equal.

2.14 FLEXIBLE EXPANSION JOINTS

- A. Flexible expansion joints shall be of the molded wide arch design manufactured of chloroprene (neoprene) rubber with polyester reinforcement. Chloroprene (neoprene) body shall be supplied with a hypalon coating. Joints shall be flanged suitable for 150 psi water working pressure and in accordance with ANSI B16.1 dimensions and bolting patterns. Flanged ends shall be furnished and galvanized, split ductile iron retaining rings.
- B. Provide limit restraint bolts on all pump suction and discharge lines. Expansion joints 6 inches and larger in size shall have a minimum of four limit restraint bolts. Restraint bolts and nuts shall be Type 304 stainless steel.
- C. Minimum performance for flexible expansion joints shall be as follows:

Size (in.)	Axial Compression (inches)	Axial Elongation (inches)	Lateral Deflection (inches)	Angular Deflection (degrees)
2	1-3/4	3/4	3/4	30
3	d.o.	d.o.	d.o.	30
4	d.o.	d.o.	d.o.	25
5	d.o.	d.o.	3/4	25
6	d.o.	d.o.	1	20
8	d.o.	d.o.	d.o.	20

- D. Flexible expansion joints shall be Style 1015 Maxi-Joint as manufactured by General Rubber Corporation, Style 100 Metrasphere as manufactured by the Metraflex Company or an equal approved by the Engineer. Flexible joints for pump suction and discharge piping shall be designed for leachate service at 250 degrees F.

2.15 PRESSURE GAUGE ASSEMBLIES

- A. Pressure gauges shall have the following design features: glycerin filled, 2 inch dial, aluminum dial with black numerals on white background, Type 316 stainless steel bourdon tube and movement, 300 series stainless steel case and ring, safety glass lens, threaded lens retaining ring, adjustable pointer with over-pressure stop and zero pointer stop,

blowout protection, 2 inch Type 316 stainless steel stem mounting and 1.0 percent accuracy based on full scale. Provide Type 316 stainless steel pressure snubbers on all gauges not protected by seals. Pressure gauges shall be as manufactured by U.S. Gauge, Ashcroft, Marshalltown, Marsh, or approved equal.

- B. Pressure Gauge Service and Ranges: Pressure gauges shall be furnished for the following services with the indicated ranges. Diaphragm seals shall be furnished for gauges as indicated.

2.16 VALVE BOXES

- A. Furnish, assemble, and place a valve box over the operating nut for each buried valve. The valve box shall be designed so as to prevent the transmission of surface loads directly to the valve or piping.
- B. Valve boxes shall be of the adjustable slide type of suitable length with an interior diameter of not less than 5 inches. The valve boxes shall be manufactured of cast iron and shall be of the two piece design including a bottom section and top section with cover. The cast iron cover shall be shaped and labeled for the appropriate service designation. The top section shall be adjustable for elevation and shall be set to allow equal movement above and below finished grade.
- C. The castings shall be manufactured of clean, even grain, gray cast iron conforming to ASTM A48, Class 30B for Gray Iron Castings; and shall be smooth, true to pattern, free from blow holes, sand holes, projections and other harmful defects. The seating surfaces of both the cover and the top section shall be machined so that the cover will not rock after it has been seated.
- D. The valve boxes shall be coated inside and outside with an asphaltic coating prior to machining, so that the machined seating surfaces will be free of any coating. Cast iron valve box assemblies shall be Clow Corp. No F2452, Tyler Corp. Series 6855 or 6865 or an approved equal.
- E. Valve extension stems shall be provided for all buried valves when operating nut is deeper than 3 feet below final grade.

2.17 PIPE AND VALVE IDENTIFICATION SYSTEMS

- A. Not Included

2.18 GLOBE VALVES AND ANGLE VALVES

- A. Globe valves and angle valves shall be suitable for throttling flows of liquid, oil, gas and air lines. Valves shall have end connections as indicated on the Drawings and shall be suitable for a working pressure of not less than 150 psi.
- B. Each valve shall have self-lubricating TFE-impregnated asbestos packing to provide a tight stem steel. Valves shall have a removable bonnet in order to facilitate dismantling and reassembly of the valves.
- C. Globe valves shall be Crane Model No. 1, Stockham Valves Figures B-16, or equal. Angle valves shall be Crane Model No. 2, Stockham Valves Figure B-216, or equal.

2.19 PRESSURE REGULATING VALVE

- A. Pressure regulating valves shall be of bronze body construction, seat shall be of stainless steel, diaphragm shall be Buna N.
- B. Regulator shall have a maximum pressure limit of 100 psi and the pressure reduction range shall be to 5 psi for all the services except for belt wash water. The maximum and minimum pressure variation range for the belt wash water shall be per gravity belt supplier's recommendations. The regulator shall be a direct acting, spring loaded, diaphragm type for hydraulic operation, and shall be capable of delivering a constant pressure. An adjusting screw shall be easily accessible for changing the outlet pressure.
- C. Valves shall be installed in strict accordance with the manufacturer's recommendations. The manufacturer shall be Watts, or equal.

2.20 TIE RODS

- A. When prior approval is obtained from the Engineer, ductile iron pipe, fittings, and valves may be restrained using tie bolt joint restraint. Joint restraint materials for this method of restraint shall be the Super-Star SST Series Joint Restraint Joint System as manufactured by Star National Products, a Division of Star Industries, Inc., Columbus, Ohio, or an equal approved by the Engineer.
- B. All bolts, nuts, washers, tie rods and other fasteners for the joint restraint system shall be manufactured of CORTEN high strength, low alloy, corrosion resistant steel in conformance with ASTM A242. Tie bolts shall be manufactured of heat treated CORTEN steel. Tie rods and all fasteners for the system shall be galvanized in conformance with the requirements of ASTM A123. Tie rods shall have a minimum diameter of 3/4 inch. The number of tie rods required per joint shall be as recommended by the manufacturer.

- C. Prior to backfilling after installation, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M, for a minimum dry film thickness of 20 mils.

2.21 REDUCED PRESSURE BACKFLOW PREVENTERS

- A. Standards of Construction: Backflow prevention devices shall be manufactured in accordance with AWWA C506, latest revision, American Society of Sanitary Engineering Standards, and the University of Southern California Foundation for Cross Connection Control and Hydraulic Research "Manual of Cross Connection Control", latest edition.
- B. Product Handling: Exercise care in transporting and handling backflow preventers to avoid damage. Inside of backflow preventers shall be kept free of dirt and debris.
- C. Reduced pressure principle backflow preventers shall include an integral sensing system that will automatically open a relief valve whenever the differential pressure between the inlet supply and the reduced pressure zone drops to 2 psi. The relief valve shall remain open until a positive pressure differential of 2 psi is re-established. If pressure upstream of the first check valve drops to atmospheric or below, the relief valve shall remain fully open providing an internal air gap between the first check valve and the water level in the reduced pressure zone. The unit shall also be constructed such that any minor leakage of the second check valve will result in visible flow from the relief valve, even if the first check valve is totally disabled.
- D. Reduced pressure principle backflow preventers shall have all bronze bodies for sizes 22 inches and smaller and all ductile iron bodies for sizes 3 inches and larger. Ductile iron bodies shall be coated with a fusion bonded thermosetting epoxy coating in accordance with AWWA C550 with a minimum, holiday free, coating thickness of 12 mils. The reduced pressure backflow preventer shall consist of two independently operated, spring loaded, wye pattern, poppet type check valves designed for installation in a normal horizontal flow attitude. An independent spring loaded relief valve shall be located between the two check valves. Check valve assemblies, springs and seats and all other internal parts shall be constructed of Type 316 stainless steel. Relief valve body and trim shall be constructed of bronze. Check valve and relief valve seats shall be field replaceable without removing the device from the service line. Backflow preventers shall be designed for a working pressure of 200 psi and a temperature range of 32EF to 140EF. The backflow preventer shall be manufactured as a complete unit including test cocks, and upstream and downstream isolation valves. The test cocks shall be manufactured of bronze and shall be arranged such that the unit can be tested without removing the unit from the line.

- E. Isolation Valves: Reduced pressure backflow preventers shall be furnished complete with isolation valves, For sizes 22 inches and smaller, the isolation valves shall be all bronze ball valves with Buna N O-rings and valve seats, and a lever operating handle. Ball valves shall be in accordance with AWWA C80, latest revision. For sizes 3 inches and larger, the isolation valves shall be resilient seated gate valves with flanged ends and OS&Y handwheel operators. Gate valves shall be as specified and described hereinbefore.
- F. Exterior Coating: The exterior ferrous surfaces of the reduced pressure backflow preventer and the isolation valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins compatible with the finish coats. Following installation, the backflow preventer unit and aboveground piping shall be finish painted in accordance with manufacturer's recommendations. All surfaces to be coated shall be clean, dry and free of rust, oil and grease.
- G. Acceptable Manufacturers: Reduced pressure principle backflow preventers shall Model 825 as manufactured by Febco, or an equal approved by the Engineer.

2.22 TAPPING SLEEVES AND VALVES

- A. Tapping sleeves shall be designed for a water working pressure of 150 psi and shall be mechanical joint end type. Tap shall be done under pressure and without interruptions of service. Taps shall be tested at factory to 175 psi.
- B. Tapping valves shall be as specified herein under Gate Valves.
- C. The manufacturer shall furnish the services of a supervisor who will direct all operations for the installation of material, attachment of tapping machine and operation of the machine in making the connection. The Contractors shall bear all such rental and supervision costs, and all other related costs.
- D. Tapping sleeves and valves shall be the product of one of the following manufacturers, or equal: Mueller, Clow, M&H.

2.23 FLANGED ADAPTERS (WHEN APPLICABLE)

- A. For joining plain end or grooved end pipe to flanged pipes and fittings.
- B. Adapters shall conform in size and bolt hole placement to ANSI standards for steel and/or cast iron flanges 125 or 150 pound standard unless otherwise required for connections.
- C. Exposed Sleeve Type:

1. Constructed from steel.
2. Coating: In accordance with manufacturer's recommendations.
3. Bolts: Carbon steel.
4. Acceptable Manufacturers:
 - a. Dresser Manufacturing Company - Style 128 for cast iron ductile iron and steel pipes with diameters of two (2) inches through 96 inches.
 - b. Or equal.

2.24 FIRE HYDRANTS

- A. Hydrants shall comply with AWWA Standard C402 "Fire Hydrants for Ordinary Water Works Service" and shall be equipped with a minimum of one (1) pump outlet nozzle 4 inches in diameter and two (2) hose nozzles 2 inches in diameter. Threads, nozzle caps, operating nuts and color shall conform to City standards. Units shall be traffic types with breakable safety clips, or flange, and stem, with safety coupling located below barrel break line to preclude valve opening. Hydrants shall be dry top. Outlet nozzles shall be on the same place, with minimum distance of 18 inches from center of nozzles to ground line. Valve shall be compressive type with 52 inches minimum opening and hose inlet connection to be 6 inches minimum. Hydrants shall open left by Mueller A-423 or Clow Medallion Hydrant (AWWA C-502). Hydrants must drain.

2.25 INSERT VALVE

A. General

The Ductile Iron Insert Valve shall be a rated for 250 psig and shall be a Resilient Wedge Gate Valve as specified in this section. The valve shall be able to be installed into an existing pressurized pipeline while maintaining constant pressure and service as usual. After closing the wedge and adequately restraining the valve body the downstream pipe can be completely removed and replaced (allowing for upsizing of the pipe if necessary). The host pipe shall not be a permanent component of the Insert Valve. The Insert Valve shall be UL listed and approved to **NSF / ANSI Standard 61- Drinking Water System Components**. The insert valve must be installed by a qualified installer per the manufacturer's requirements.

- B. **Construction:** Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The 250 psig maximum working rating markings must be cast into the body of the valve.

After the installation of the Insert valve body on to the existing pipe a pressure test of 1.1 times that of the contents shall sustained for 15 minutes. Once the pressure test is affectively achieved the Insert valve body must not be moved in accordance with AWWA Standards. If the Insert valve is moved the pressure test must be completed again. The Insert valve must not be moved or repositioned once the pressure test is achieved.

- C. **Resilient Wedge Gate Assembly:** The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. This will assure the ductile gate is fully coated with molded rubber – no exposed iron. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. Abrasion results thus shorting the life and quality of the shut down if the wedge contacts the pipe. Pressure equalization on the down or upstream side of the closed wedge shall not be necessary to open the valve. The wedge shall be symmetrical and seal equally well with flow in either direction. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel to achieve maximum fluid control regardless of high or low flow pressure or velocity. An oversized flow way shall be unobstructed to provide optimum flow. The valve shall be fully epoxy coated on the interior and the exterior a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. The fusion-bonded coating shall be applied prior to assembly so that even the bolt holes and body-to-bonnet flange surfaces are fully epoxy coated.
- D. The valve shall have triple O-Ring stem seals, two O-Rings above, and one below the thrust collar. The lower two O-Rings provide a permanently sealed lubrication chamber that will make the valve easier to operate over a longer period of time. The upper O-Ring ensures that sand, dirt or grit cannot enter the valve to cause damage to the lower O-Rings. This is especially important for buried and sewage service applications. Side flange seals shall be of the O-Ring type of either round, oval, or rectangular cross-sectional shape.
- E. **American Made Quality:** All primary parts and components to be exclusively and completely assembled, manufactured, machined and coated in the USA. The purchaser shall, with reasonable notice, have the right to plant visitation at his/her expense. Bolting materials shall develop the physical strength requirements of ASTM A307 with dimensions conforming to ANSI B18.2.1.
- F. **Split Restraint Devices:** Shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 4-12 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Chemical and modularity tests shall be performed as recommended by the Ductile iron Society, on a per ladle basis. Three test bars shall be incrementally poured per production shift as per U.L. specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8.

- G. Gland body wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536. Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as allowing joint deflection after assembly. Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts. Set screw pressure point type hardware shall not be used.

The Insert valve shall be as manufactured by **Team Industrial Services** 13131 Dairy Ashford Rd Sugar land, TX 77478 1-800-662-8326 281-331-6154, Team InsertValve Patent number 6,776,187 and 7,225,827 or approved equal.

PART 3 - EXECUTION

3.01 INSPECTION

- A. All pipe, fittings, valves and other material shall be subject to inspection and approval by the Engineer after delivery, and no broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When a defect or crack is discovered, the injured portion shall not be installed. Cracked pip shall have the defect cut off at least 12 inches from the break in the sound section of the barrel.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Excavation, backfill, and compaction shall conform to the provisions of Section 31 23 00.
1. Pipe Cradle: Upon satisfactory installation of the pipe bedding material as specified, a continuous trough for the pipe barrel and recesses for the pipe bells or couplings shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure will be exerted on the pipe joints from the trench bottom.
- B. Cover for underground piping shall not be less than that indicated on the Drawings. The minimum cover for pipe shall be 36 inches. In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.
- C. Pipe, fittings, valves and accessories shall be installed as shown or indicated on the Drawings.
- D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation and cooperation with authorities of the Owner.

- E. Pipe Joint Deflection: Whenever it is desirable, and approved by the Engineer, to deflect pipe joints to avoid obstructions or to maintain required alignment, the amount of the joint deflection shall not exceed 80 percent of the maximum limits allowed by the pipe manufacturer.
- F. In preparation for pipe installation, placement (stringing) of pipe should be as close to the trench as practical on the opposite side of the trench from the excavated material. The bell ends of the pipe should point in the direction of the work progress.
- G. Pipe and fittings shall be laid accurately to the lines and grades indicated on Drawings or required. Where grades for the pipeline are not indicated on the Drawings, maintain a uniform depth of cover with respect to finish grade. Care shall be taken to insure a good alignment both horizontally and vertically and to give the pipe a firm bearing along its entire length. Any pipe which has its grade or joint disturbed after laying shall be taken up and re-laid.
- H. All pipe and fittings shall be cleared of sand, dirt, and debris before laying. All precautions shall be taken to prevent sand, dirt or other foreign material from entering the pipe during installation. If necessary, a heavy, tightly woven canvas bag of suitable size shall be placed over each end of the pipe before lowering into the trench and left there until the connection is made to the adjacent pipe. Any sand, dirt, or other foreign material that enters the pipe shall be removed from the pipe immediately. Interior of all pipe and fittings shall be kept clean after installation until acceptable in the complete work.
- I. Any time that pipe installation is not in progress, the open ends of pipe shall be closed by a watertight plug or other method approved by the Engineer. Plugs shall remain in pipe ends until all water is removed from the trench. No pipe shall be installed when trench conditions are unsuitable for such work, including standing water, excess mud, or rain.
- J. After pipe has been laid, inspected, and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place while conducting the preliminary hydrostatic test. No backfill shall be placed over the joints until the preliminary test is satisfactorily completed, leaving them exposed to view for the detection of visible leaks.
- K. Upon satisfactory completion of the hydrostatic test, backfilling of the trench shall be completed.
- L. Aboveground and Exposed Piping: Piping shall be cut accurately to measurements established at the job site and shall be worked into place without springing or forcing, properly clearing all equipment access areas and openings. Changes in sizes shall be made with appropriate reducing fittings. Pipe connections shall be made in accordance with the details shown and manufacturer's recommendations. Open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign

material out of the system. Pipe supports and hangers shall be provided where indicated or as required to insure adequate support of the piping.

3.03 INSTALLATION OF DUCTILE IRON PIPE

A. Handling and Cutting Pipe:

1. Care shall be taken in handling, cutting, and laying ductile iron pipe and fittings to avoid damaging the pipe and interior coal tar epoxy or cement mortar lining, scratching or marring machined surfaces, and abrasion of the pipe coating. All cracked pipe and fittings shall be removed at once from the work at no additional cost to the Owner.
2. Pipe cutting shall be done in a neat workmanlike manner without creating damage to the pipe and interior coal tar epoxy or cement mortar lining. Ductile iron pipe may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw or oxyacetylene torch. Cut ends and rough edges of ductile iron pipe shall be ground smooth. For push-on joint connections, the cut end shall be beveled to prevent gasket damage during joint assembly. Interior lining shall be repaired at cut ends per the manufacturer's instructions prior to joint assembly.

B. Laying Pipe and Fittings:

1. Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 2 as defined in ANSI/AWWA C600, latest revision. Provide proper bedding required, in accordance with thickness class of pipe being laid and depth of cover. Proper pipe laying conditions shall be in accordance with ANSI/AWWA C150 and C151, latest revision, and ANSI/AWWA C600, latest revision.
2. All ductile iron pipe and fittings shall be laid in accordance with American Water Works Association Standard ANSI/AWWA C600, latest revision, entitled "Standard for Installation of Ductile Iron Water Mains and Their Appurtenances", with the following sections specifically applying:
 - a. Section 3.3 - Pipe Installation
 - b. Section 3.4 - Joint Assembly

C. Ductile Iron Pipe Joints:

1. Type: The joints of all pipelines shall be made absolutely tight. The particular joint used shall be approved by the Engineer prior to installation. Where shown on the Drawings or where, in the opinion of the Engineer, settlement or vibration is likely to occur, all pipe joints shall be bolted mechanical type or restrained type as specified above, or as indicated on the Drawings.

2. Push-on Joints: Push-on joints shall be made in strict accordance with the the manufacturer's recommendations. Lubricant, if required, shall be an inert, non-toxic, water soluble compound incapable of harboring, supporting, or culturing bacterial life. Manufacturer's installation recommendations shall be submitted to the Engineer for review and approval before commencing work. The bell of the pipe shall be cleaned of excess tar or other obstructions and wiped out before the cleaned and prepared spigot of the next pipe is inserted. The new pipe shall be shoved firmly into place until properly seated and held securely until the joint has been completed.
3. Mechanical Joint: All types of mechanical joint pipes shall be laid and jointed in full conformance with manufacturer's recommendations, which shall be submitted to the Engineer for review and approval before work is begun. Only skilled workmen shall be permitted to makeup mechanical joints. Torque wrenches, set as specified ion AWWA Standard C111, shall be used; or spanner type wrenches not longer than specified therein may be used without the permission of the Engineer.
4. Flanged Joints: Flanged joints shall be made up by inserting the gasket between the flanges. The threads of the bolts and the faces of the gaskets shall be coated with suitable lubricant immediately before installation.
5. Restrained Joints: Restrained joints shall be provided where indicated on the Drawings. Joint assembly shall be made in strict accordance with the manufacturer's instructions, which shall be submitted to the Engineer for review and approval before commencing work.

3.04 INSTALLATION OF PVC PIPE

A. Storage and Handling:

1. PVC pipe shall be delivered to the site in unbroken bundles packaged in such manner as to provide protection against damage. When possible, pipe should be stored at the job site in the unit packages until ready for use. Packaged units shall be handled using a forklift or a spreader bar with fabric straps. Packaged units shall not be stacked at the job site higher than two units high.
2. When it is necessary to store PVC pipe for long periods of time, exposure to direct sunlight shall be prevented by covering the pipe with an opaque material. Adequate air circulation above and around the pipe shall be provided as required to prevent excessive heat accumulation. PVC pipe shall not be stored close to heat sources of hot objects such as heaters, fires, boiler, or engine exhaust. Pipe

gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease. The interior and all sealing surfaces of pipe, fittings, and other appurtenances shall be kept clean and free of dirt and foreign matter.

3. Care shall be taken in handling and laying pipe and fittings to avoid severe impact blows, crushing, abrasion damage, gouging or cutting. Pipe shall be lowered, not dropped, from trucks or into trenches. All cracked, damaged, or defective pipe and fittings, or any length of PVC pipe having a gouge, scratch or other permanent indentation of more than 10 percent of the wall thickness in depth, shall be rejected and removed at once from the work and replaced with new acceptable pipe at no additional cost to the Owner.
- B. Field Cutting PVC Pipe: Field cutting of pipe shall be done in a neat workmanlike manner without creating damage to the pipe. The pipe shall be cut square with a fine-toothed hand or power saw or other cutter or knife designed for use with plastic pipe. Prior to cutting, the pipe shall be marked around its entire circumference or a square in vise shall be used to ensure the pipe end is cut square. Remove burrs by smoothing edges with a knife, file, or sandpaper.
1. Field Cutting Bell and Spigot PVC Pipe: Bevel the cut end of the pipe using a pipe beveling tool, wood rasp or portable sander to prevent damage to the gasket during joint assembly. A factory finished beveled end should be used as a guide to ensure proper beveling angle and correct depth of bevel. Round off any sharp edges on the leading edge of the bevel with a knife or file.
- C. Laying PVC Pipe:
1. Pipe Bedding: Bedding for PVC pipe shall be as specified using granular pipe bedding material.
 2. All PVC pipe shall be laid in accordance with the pipe manufacturer's published installation guide, the AWWA Manual of Practice No. M23 "PVC Pipe-Design and Installation" and the Uni-Bell Plastic Pipe Association installation recommendations.
- D. PVC Pipe Joint Assembly for Rubber Gasketed Bell and Spigot Pipe:
1. The PVC bell and spigot joint shall be assembled in accordance with the pipe manufacturer's installation instructions. Clean the interior of the bell, the gasket, and the spigot of the pipe to be jointed with a rag to remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove and sealing surfaces for damage or deformation.

2. Lubricate the spigot end of the pipe with a lubricant supplied or specified by the pipe manufacturer for use with gasketed PVC pipe in potable water systems. The lubricant should be supplied as specified by the pipe manufacturer. After the spigot end is lubricated, it must be kept clean and free of dirt and sand. If dirt and sand adhere to the lubricated end, the spigot must be wiped clean and relubricated.
3. Insert the spigot into the bell so that it contacts the gasket uniformly. Align the pipe sections and push the spigot end into the bell until the manufacturer's reference mark on the spigot is flush with the end of the bell. The pipe should be pushed into the bell using a bar and wood block. The joint shall not be assembled by "stabbing" or swinging the pipe into the bell, nor shall construction machinery be used to push the pipe into the bell.
4. If undue resistance to insertion of the spigot end is encountered or if the reference mark does not reach the flush position, disassemble the joint and check the position of the gasket. If the gasket is twisted or pushed out of its seat, inspect the components, repair or replace damaged items, clean the components and repeat the assembly steps. Be sure the pipe is in proper alignment during assembly. If the gasket was not out of position, check the distance between the spigot end and the reference mark and relocate the mark if it is out of position.

E. PVC Pipe Joint Assembly for Threaded and Solvent Welded Pipe

1. All threaded and solvent welded joints shall be made watertight. All pipe cutting, threading and jointing procedures for threaded and solvent welded PVC pipe joints shall be in strict accordance with the pipe and fitting manufacturer's printed installation instructions. Thread lubricant for threaded joints shall be Teflon tape only.
2. At threaded joints between PVC and metal pipes, the metal side shall contain the socket end and the PVC side the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

- F. PVC force mains underground shall be strapped every 10 feet or spiral wrapped with an insulated green No. 14 gauge copper ground wire for future location. The wire shall be stubbed out at each valve box or manhole.

3.05 FITTING INSTALLATION FOR UNDERGROUND PIPING

- A. The weight of ductile iron fittings shall not be carried by the pipe on which they are installed. The fitting shall be supported by a concrete cradle as shown on the standard details. Concrete used for supports shall have a minimum compressive strength of 3000 psi at 28 days. Concrete for support cradle shall be poured against undisturbed soil.

- B. All glands, clamps, bolts, nuts, studs and other uncoated parts of fitting joints for underground installation shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.06 CONCRETE PIPE ENCASEMENT

- A. Concrete for concrete pipe encasement shall have a minimum strength of 3000 psi at 28 days and encasement shall be constructed in accordance with details shown on the Drawings. Encasement shall be constructed where:
 - 1. Indicated on the Drawings
 - 2. The Engineer shall order the pipeline encased.
- B. The points of beginning and ending of concrete pipe encasement shall be not more than 6 inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads. Pipe shall be wrapped in visqueen.
- C. Pipe encasement shall provide a minimum coverage of 6 inches all around the pipe including pipe bells.

3.07 INSTALLATION OF PIPE SLEEVES, WALL CASTINGS AND COUPLINGS

- A. Pipe sleeves and wall castings shall be provided at the locations called for on the Drawings. These units shall be as detailed and of the material as noted on the Drawings. They shall be accurately set in the concrete or masonry to the elevations shown. All wall sleeves and castings required in the walls shall be in place when the walls are poured. Ends of all wall castings and wall sleeves shall be of a type consistent with the piping to be connected to them.
- B. Link seals for wall sleeves shall be installed in strict accordance with the manufacturer's printed installation instructions. For watertight applications in tanks or treatment units, the link seal installation shall be tested hydrostatically for leaks at the same time as the tank or treatment unit. Any leaks that occur during the test period shall be repaired by checking the link seals for proper installation and replacement of unit(s) found to be defective at no additional cost to the Owner.
- C. Pipe couplings shall be installed in strict accordance with the manufacturer's published instructions and recommendations.

3.08 INSTALLATION OF VALVES

- A. Valves of the size and type shown on the Drawings shall be set plumb and installed at the locations indicated on the Drawings. Valves shall be installed in accordance with manufacturer's installation instructions and with the Details shown on the Drawings.
- B. Valves shall be installed such that they are supported properly in their respective positions, free from distortion and strain. Valves shall be installed such that their weight is not borne by pumps and equipment that are not designed to support the weight of the valve.
- C. Valves shall be carefully inspected during installation; they shall be opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Check and adjust all valves for smooth operation.
- D. Install valves with the operating stem in either horizontal or vertical position.
- E. Allow sufficient clearance around the valve operator for proper operation.
- F. Clean iron flanges by wire brushing before installing flanged valves. Clean carbon steel flange bolts and nuts by wire brushing, lubricate threads with oil or graphite, and tighten nuts uniformly and progressively. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.
- G. For buried valves, a valve box shall be centered accurately over the operating nut and the entire assembly shall be plumb. The tops of valve boxes shall be adjusted to the proper elevation as specified below and as shown on the Drawings.
 - 1. In paved areas, tops of valve box covers shall be set flush with pavement. Following paving operations, a 16 inch square shall be neatly cut in the pavement around the box and the paving removed. The top of the box shall then be adjusted to the proper elevation and a 30 inch square by 6 inch thick concrete pad poured around the box cover. Concrete pads in traffic areas shall be reinforced with No. 4 reinforcement bars as shown on the Drawings. Concrete for the pad shall be 3000 psi compressive strength.
 - 2. In unpaved areas, tops of valve box covers shall be set 2 inches above finished grade. After the top of the box is set to the proper elevation, a 16 inch square by 6 inch thick concrete pad shall be poured around the box cover. Concrete for the pad shall be 3000 psi compressive strength.
- H. Valves shall be tested hydrostatically, concurrently with the pipeline in which they are installed. Protect or isolate any parts of valves, operators, or control and instrumentation

system whose pressure rating is less than the pressure test(s). If valve joints leak during pressure testing, loosen or remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts and hydrostatically retest the joints.

- I. Following installation, all aboveground valves shall be painted in accordance with the painting system specified in accordance with manufacturer's recommendations. Following installation of buried valves or valves installed in valve vaults, repair any scratches, marks and other types of surface damage, etc., with a coating equal to the original coating supplied by the manufacturer. Prior to backfilling, all nuts, bolts and other parts of the valve joints shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.09 SEPARATION OF NON-POTABLE WATER MAINS AND POTABLE WATER MAINS

- A. Reclaimed water mains shall be installed with at least a 3 foot horizontal separation from any potable water main. Force mains and gravity sewers shall have a 6 foot separation from potable mains. At crossings the installation shall provide of a minimum vertical separation distance of 12 inches between the outside of the crossing non-potable and potable water mains. This separation shall be provided where the potable water main is either below or above the non-potable water main. When the 12 inch minimum vertical separation distance cannot be maintained, the potable water main shall be encased in concrete. Concrete encasement shall be as specified above. The potable water main shall be encased for 10 feet each way of the crossing.

3.10 MAIN CLEANING AND FLUSHING

- A. Following the hydrostatic and leakage tests, all the mains constructed under this contract shall be cleaned and flushed to remove sand, loose dirt and other debris. Flushing velocity shall be a minimum of 2.5 fps. Flushing shall continue until clean water flows from the main. However, the Contractor shall endeavor to use the minimum amount of flushing water required to complete the work. To increase the efficiency of the cleaning and flushing operation, the Contractor shall use a pipeline pigging device of the proper size and designed to clean the intended pipeline. The pigging device shall be capable of turning through a standard 90 degree MJ bend. The type of pipeline pigging device and the method of operation shall be approved by the Engineer.
- B. Upon completion of testing for the gravity drain line system, drain lines shall be flushed to remove dirt, sand, stones and other debris which may have entered the lines during construction and settled out in the lines and manholes. Materials and debris flushed from the drain lines shall be removed from a downstream manhole or basin and disposed of at an approved disposal area.

- C. Water for flushing shall be clean water provided by the Contractor from a source approved by the Engineer and the owner prior to beginning connections for flushing operations. Flushing shall only be completed upon approval by the Owner.
- D. Temporary blow offs may be required for the purpose of flushing mains. Temporary blow offs shall be installed as close as possible to the ends of the main being flushed. Blow offs installed on the main shall be the same diameter as the main. Temporary blow offs shall be removed and plugged after the main is flushed. All costs for installing and removing temporary blow offs shall be at an additional cost to the Owner.
- E. The Owner shall be notified at least 3 working days prior to flushing mains.
- F. Blow offs and temporary drainage piping used for flushing shall not be discharged into any gravity sewer or pumping station wetwell. The Contractor shall obtain prior approvals from the Engineer and the Owner as to the methods and locations of flushing water discharge.

3.11 INSTALLATION OF TIE RODS

- A. Tie rods shall be installed in strict accordance with the manufacturer's written installation requirements. Unless otherwise indicated on the Drawings, the size and number of tie rods for a joint or installation shall be as recommended by the manufacturer's design chart for a working pressure of 150 psi.
- B. Following installation and prior to backfilling, all parts of the tie rod joint restraint system, including tie rods, tie bolts, nuts, washers, and other fasteners, shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.12 INSTALLATION OF REDUCED PRESSURE BACKFLOW PREVENTERS

- A. Backflow preventers shall be installed at the locations shown on the Drawings. Backflow preventers shall be installed in accordance with the manufacturer's written installation instructions and as shown on the Drawings.
- B. Reduced pressure principle backflow preventers shall be installed horizontally with an 18 inch minimum clearance between the finished grade and the lowest point on the bottom of the unit. Reduced pressure backflow preventers shall be installed with provisions for a suitable drain arrangement to drain off discharges from the relief valve, so that discharges are not objectionable. Backflow preventers shall be installed such that they are easily accessible for testing, maintenance and repair.
- C. Piping and fittings for units 3 inches and larger in size shall have flanged joints. Piping, fittings and valves shall be properly supported with pipe support stands as shown on the Drawings.

- D. Following installation of the reduced pressure backflow preventer, piping, fittings and valves, the entire aboveground assembly shall be finished painted in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 33 01 12
INSPECTION AND TESTING OF WATER FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This section specifies the pneumatic, hydrostatic, and leakage testing of piping and acceptable piping materials for each application. The piping designations (mark) are also indicated.

- B. Testing Records:
 - 1. Provide a record of each piping installation during the testing. These records shall include:
 - a. Date of test.
 - b. Identification of pipeline tested or retested including designation.
 - c. Identification of pipeline material.
 - d. Identification of pipe specifications.
 - e. Test fluid.
 - f. Test pressure.
 - g. Remarks: Leaks identified (type and location), types of repairs, or corrections made.
 - h. Certification by Contractor that the leakage rate measured conformed to the specifications.
 - i. Signature of Engineer's representative witnessing pipe test.
 - 2. Submit the test records to the Engineer's representative upon completion of the testing.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Testing fluid shall be water unless a pneumatic test for air or chemical systems is indicated on the Piping Pressure Test Schedule.

2.02 MATERIALS AND EQUIPMENT

- A. Provide pressure gauges, pipes, bulkheads, pumps, and meters to perform the hydrostatic and pneumatic testing.

PART 3 - EXECUTION

3.01 TESTING PREPARATION

- A. Pipes shall be in place and anchored before commencing pressure testing.
- B. Conduct hydrostatic and pneumatic tests on exposed and above ground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves, and meters.
- C. Before conducting hydrostatic tests, flush pipes with water to remove dirt and debris. For pneumatic tests, blow air through the pipes.
- D. Test new pipelines which are to be connected to existing pipelines by isolating the new line from the existing line by means of pipe caps, special flanges, or blind flanges. After the new line has been successfully tested, remove caps or flanges and connect to the existing piping.
- E. Conduct hydrostatic tests on buried pipe after the trench has been completely backfilled. The pipe may be partially backfilled and the joints left exposed for inspection for an initial leakage test. Perform the final test, however, after completely backfilling and compacting the trench.
- F. Testing of piping under structures shall be completed prior to beginning construction of the structure. In the case of concrete encased piping, the pressure test shall be conducted after the concrete encasement has been placed and cured, but prior to beginning construction of any structure above the piping.

3.02 INSPECTION AND TESTING

A. Hydrostatic Testing of Aboveground or Exposed Piping: Open vents at high points of the piping system to purge air while the pipe is being filled. Subject to piping system to the test pressure indicated. Maintain the test pressure for a minimum of two hours. Examine joints, fittings, valves, and connections for leaks. The piping system shall show no leakage or weeping. Correct leaks and retest until no leakage is obtained. Test pressure shall be 150 psi for water unless otherwise specified.

B. Hydrostatic Testing of Buried Piping:

1. Where any section of the piping contains concrete thrust blocks or encasement, do not make the pressure test until at least 10 days after the concrete has been poured. When testing mortar lined or PCCP piping, fill the pipe to be tested with water and allow it to soak for at least 48 hours to absorb water before conducting the pressure test.
2. Apply and maintain the test pressure by means of a hydraulic force pump. Maintain the test pressure for a minimum duration of two hours. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure. This amount of water is the loss due to leakage in the piping system. The allowable leakage rate is defined by the formula.

$$L = \frac{ND\sqrt{P}}{7,400}$$

in which:

L = allowable leakage (gallons/hours) during the test period.

N = number of rubber gasketed joints in the pipe tested (zero for flanged or welded pipe)

D = diameter of the pipe (inches)

P = specified test pressure (psig)

3. Repair and retest any pipes showing leakage rates greater than that allowed in the above formula.

C. Pneumatic Testing:

1. Test Pressure: As shown in the Specifications, or 150 psi.

2. Perform pneumatic testing using dry air. Perform tests only after the piping has been completely installed including supports, hangers, and anchors. Protect test personnel and Owner's operating personnel. Secure piping to be tested to prevent the pipe from moving and to prevent damage to adjacent piping and equipment. Remove or isolate from the pipe any appurtenant instruments or devices that could be damaged by the test, prior to applying the test.
3. Apply an initial pneumatic leakage test of 25 psig to the piping system prior to final leak testing. Examine for leakage, detected by soap bubbles, at joints and connections. After correcting visible leaks, gradually increase the pressure in the system to not more than one-half of the test pressure. Then increase the pressure in steps of approximately one-tenth of the test pressure until the required test pressure has been reached. Continuously maintain the pneumatic test pressure for a minimum time of four hours and for such additional time as may be necessary to conduct a soap bubble examination for leakage. The piping system shall show no leakage. Correct any visible leakage and retest.

D. Testing of Non-Pressure Piping:

1. Testing of non-pressure gravity flow pipe shall be accomplished by infiltration or exfiltration testing. Non-pressure piping which has a crown elevation below the groundwater table shall be tested by measuring the infiltration. Non-pressure piping which has a crown elevation above the groundwater table shall be tested by measuring the exfiltration.
 - a. Infiltration Testing: The Contractor shall identify and prepare each section of piping to be tested. The designated piping shall be monitored for a minimum of four (4) hours. All buried leaks shall be located and repaired immediately and retested. All visible leaks must be repaired regardless of the measured leakage. No visible leakage will be allowed.
 - b. Exfiltration Testing: The Contractor shall close all openings in the section of pipe to be tested. The hydrostatic water level of the pipe system shall be raised to a height equal to the maximum design submergence, but in no case less than 3 feet above the highest point in the line. The closed system shall be maintained for a minimum duration of 4 hours. Any loss of volume shall be noted. The line will not be accepted until this measured quantity is less than 25 gallons per inch of diameter of pipe per mile of pipe per 24 hours. All buried leaks shall be located and repaired as soon as possible. All visible leaks must be repaired regardless of the measured leakage.

2. If impractical to conduct the infiltration or exfiltration tests as specified, the line can be pressurized for low pressure air testing. The air test shall be made by attaching an air compressor or testing apparatus to a suitable opening. After closing all other inlets and outlets to the system, force air into the system until there is a uniform gauge pressure of 5 psi. This pressure shall be held constant without introduction of additional air for a period of at least 30 minutes.
3. The allowable limits of infiltration or exfiltration of manholes shall not exceed a rate of 0.165 gallons per manhole per hour.
4. Testing shall proceed for a continuous period of at least four hours, with exfiltration or infiltration amounts measured by approved methods. Upon application of internal hydrostatic pressure for exfiltration testing, care shall be taken to preclude unseating the joint gaskets for a specific type of pipe by exceeding the pressure capability thereof.
5. Should any test fail, necessary repairs shall be accomplished by the Contractor and the test repeated until within the established limits. The Contractor shall furnish the necessary labor, water and all other items required to conduct the required testing and shall perform the necessary system repairs required to comply with the specified test.

3.03 DISINFECTION

- A. Following pressure testing, the Contractor shall disinfect all sections of the water or reclaimed water distribution system, and receive approval thereof from the appropriate agencies, prior to placing in service. Advance notice shall be provided to the Engineer before disinfection procedures start. The disinfection shall be accomplished in accordance with the applicable provisions of AWWA Standard C651, "Disinfecting Water Mains", and all appropriate approval agencies. Testing shall be performed by approved, professional laboratory.
- B. The disinfecting agent shall be liquid chlorine or sodium hypochlorite solution conforming to Federal Specification O-S-602b Sodium Hypochlorite, Grade D. Dry hypochlorite, similar or equal to "HTH" may also be used as the disinfecting agent.
- C. The piping shall be disinfected by introducing the disinfecting agent into the water, which is being pumped into the system, in such manner that the entire system will be filled with water containing a minimum chlorine concentration of 50 ppm at any point. This water shall be allowed to remain in the system for a minimum contact period of eight hours before the system is flushed out.

- D. After the disinfecting agents have been permitted to remain for the specified contact periods, the structures, pipelines, pumps and valves shall be thoroughly flushed with water until the residual chlorine tests are less than .2 ppm in each instance. The determination of the amount of residual chlorine in the system shall be made at such points and in accord with standard tests by means of a standard orthotolodine test set.
- E. After any units or portions of the system have been disinfected and flushed as specified, samples of water shall be taken from several points as applicable in suitable sterilized containers and the samples forwarded to an independent, approved testing laboratory for bacterial examination. If repeated tests of such samples show the presence of coliform organisms, the disinfection shall be repeated or continued until tests indicate the absence of pollution. Two consecutive daily samples of two samples per day per sampling point shall be satisfactorily tested, sent to the Florida Department of Environmental Regulation for their approval, and approved before the system is placed in service.
- F. The Contractor shall furnish all equipment and materials and perform the work necessary for the disinfecting procedures, including additional disinfection as required and testing lab services.

3.04 CONNECTION TO EXISTING SYSTEM

- A. All connections to existing mains shall be made after complete disinfection of the proposed system and shall be made under the direction of the owners of the existing system. Valves separating the mains being installed from existing mains shall be operated by or under the direction of said owner's representative. The cost of the work in making the connections shall be paid for by the Contractor.
- B. In the event the proposed main is to be connected to a main which has one or more active services between the point of connection and the first existing line valve, a temporary plug or cap shall be installed on the new main until the pressure tests and disinfecting are completed. Upon satisfactory completion, the cap or plug shall be removed from both mains and the connection made with pipe which has been swabbed out with a solution of chlorine and water. The connection shall be made as swiftly as possible and any water in the ditch shall be kept below the level of the pipe. The pipe line shall then be placed in service by the owner's personnel.
- C. In the event any existing users will be without water while a connection is being made, the Contractor shall give the Owner 48 hours notice. The Owner will notify residents when the water will be turned off and when service will be resumed. In some instances, these connections may have to be made at night. No user shall be without water service for more than two hours.

- D. Cut overs from existing water service lines at the meter box shall be accomplished by City personnel after the new water mains have been "cleared" for use and the Contractor has installed the required new water line corporation stops, service lines and curb stops as shown on the contract plans.

TABLE 33 01 12

TREATMENT PLANTPIPING PRESSURE TEST SCHEDULE
AND MATERIAL LISTING

SERVICE	MARK	TEST PRESSURE IN PSIG	MATERIAL
Air	A	See Note 1	DIP OR SS
Alum	ALW(SO ₄) ³	See Note 2	SCH. 80 PVC
Backwash Air	BWA	See Note 1	DIP
Backwash Water	BWW	100	DIP
Chlorinated Effluent	CLE	100	DIP
Chlorine Gas Pressure	CGP	300, See Note 3	BLK. STEEL
Chlorine Gas Vacuum	CGV	See Note 4	SCH. 80 PVC
Chlorine Solution	CS	100	SCH. 80 PVC
Clarifier Effluent	CE	See Note 5	DIP
Compressed Air	CA	200	GS
Dechlorinated Effluent	DCLE	See Note 5	DIP
Dirty Backwash Water	DBWW	See Note 5	DIP
Drain	D	See Note 5	SEE NOTE 6
Filter Effluent	FE	See Note 5	DIP
Filter Influent	FI	See Note 5	DIP
Filtrate	F	100	DIP
Grit	GR	50	DIP
Internal Recirculation	IR	50	DIP
Methanol	M	See Note 2	SCH. 80 PVC
Mixed Liquor	ML	See Note 5	DIP
Non-Potable Water	NPW	150	SEE NOTE 7

SERVICE	MARK	TEST PRESSURE IN PSIG	MATERIAL
Odor Control Duct	OCD	See Note 1	SEE NOTE 8
Potable Water	PW	150	SEE NOTE 7
Plant Recycle	PR	50	DIP
Plant Recycle Drain	PRD	See Note 5	SEE NOTE 6
Polymer Liquid	PYL	See Note 2	SCH 80 PVC
Polymer Solution	PYS	See Note 2	SCH 80 PVC
Raw Sewage	RS	50	DIP
Return Activated Sludge	RAS	50	DIP
Reuse Water (Pressure)	RW	150	DIP, HDPE or PVC
Reuse Water (Gravity)	RW	50	DIP
Sanitary Sewer	S	See Note 5	SEE NOTE 6
Scum	SC	50	DIP
Seal Water	SW	See Note 9	SCH. 80 PVC
Sodium Hydroxide	NaOH	See Note 2	SCH. 80 PVC
Sodium Hypochlorite	NaOC1	See Note 2	SCH. 80 PVC
Sulfur Dioxide Gas Pressure	SDGP	300, See Note 3	BLK. STEEL
Sulfur Dioxide Gas Vacuum	SDGV	See Note 4	SCH. 80 PVC
Sulfur Dioxide Solution	SDS	100	SCH. 80 PVC
Sulfuric Acid	H2SO4	See Note 2	BLK. STEEL
Sump Pump Discharge	SPD	50	SCH. 80 PVC
Thickened Waste Activated Sludge	TWAS	100	DIP
Waste Activated Sludge	WAS	50	DIP

NOTES:

1. Discharge pipes shall be tested at 1.5 times the maximum output pressure of the blowers, but shall not be less than 50 psig. In addition, suction pipes, duct work or other vacuum conduits shall be vacuum tested at 1.5 times the maximum vacuum produced by blower operation.
2. Chemical feed piping shall be tested at 75 psig using compressed air.

3. Pneumatic test. Pressure test the system with nitrogen. Do not test through equipment.
4. Vacuum test. Perform pneumatic test to 100 psig using nitrogen. Do not perform pneumatic test through equipment. Afterward, perform vacuum test at 10 inch Hg VAC between vacuum regulator and chlorinator or sulphonator, and at 25 inch Hg VAC between chlorinator or sulphonator and injectors.
5. Drains pipes/sanitary sewers shall be DR 18 PVC meeting AWWA C900 or C905 or Class 52 DIP. All drain pipes under structures shall be DIP and shall be concrete encased in accordance with the contract documents.
6. Piping for sizes less than 4 inches shall be Schedule 80 PVC or HDPE, (as indicated). All other sizes of pipe shall be DIP of Class 250 or (DR 18) PVC. All above ground piping outside of structure 3 inches and less shall be Schedule 80 PVC while piping above 3 inches in diameter shall be DIP.
7. Odor control duct work shall be vacuum tested at 1.5 times the maximum vacuum produced by blower operation, but shall not be tested at less than 10 inches water VAC.
8. Test pressure requirements for seal water piping shall be 1.5 times the maximum working pressure, but test pressure shall not be less than 100 psig.

END OF SECTION

SECTION 33 05 05.31
HYDROSTATIC TESTING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. The CONTRACTOR shall be responsible for the pressure testing of all systems prior to placing them in service.
- B. The pressure testing shall be as required to prove that the piping is left in proper condition for satisfactory operation under the conditions specified.

PART - MATERIALS AND EQUIPMENT
(Not Applicable)

PART 3 - EXECUTION

3.01 PRESSURE AND LEAKAGE TESTS

- A. Tests shall be conducted in the presence of and to the satisfaction of the ENGINEER and of authorities having jurisdiction over the work. Notice shall be given prior to start of tests.
- B. Field pressure and leakage tests shall be conducted on the following:
- C. Force Mains.
 - 1. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two hours and the test pressure shall be 100 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

3.02 ENGINEER'S RIGHT TO RETESTING

- A. Should the CONTRACTOR refuse or neglect to make any tests necessary to demonstrate the integrity of the completed system, the ENGINEER may retain the services of an outside consultant to make all such tests and their resulting adjustments and balance.
- B. The costs for such tests shall be deducted from amounts owing to the CONTRACTOR and shall not be borne by the OWNER.

END OF SECTION

33 05 05.31 - 1

SECTION 33 05 07.13
UTILITY DIRECTIONAL DRILLING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. SCOPE OF WORK. The work specified in this section consists of furnishing and installing underground utilities using the horizontal directional drilling (HDD) method of installation, also commonly referred to as directional boring or guided horizontal boring. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities and environmental protection and restoration.
- B. RELATED WORK SPECIFIED ELSEWHERE
 - 1. Section 01 33 23: Shop Drawings, Product Data, and Samples
 - 2. Section 01 78 39: Project Record Documents
 - 3. Section 33 01 00: Operation and Maintenance of Utilities

1.02 QUALITY ASSURANCE

- A. The requirements set forth in this specification specify a wide range of procedural precautions necessary to ensure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

1.03 SUBMITTALS

- A. WORK PLAN. Prior to beginning work, the Contractor must submit to the Engineer a work plan detailing the procedure and schedule to be used to execute the project. The work plan should include a description of all equipment to be used, down-hole tools, a list of personnel and their qualifications and experience (including back-up personnel in the event that an individual is unavailable), list of subcontractors, a schedule of work activity, a safety plan (including MSDS of any potentially hazardous substances to be used), traffic control plan (if applicable), an environmental protection plan and contingency plans for possible problems. Work plan should be comprehensive, realistic and based on actual working conditions for this particular project. Plan should document the thoughtful planning required to successfully complete the project.

- B. EQUIPMENT. Contractor will submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project. Equipment shall include but not be limited to: drilling rig, mud system, mud motors (if applicable), down-hole tools, guidance system, and rig safety systems. Calibration records for guidance equipment shall be included. Specifications for any drilling fluid additives that Contractor intends to use or might use will be submitted.
- C. Material. Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, fittings, drilling mud, drilling additives and any other item which is to be an installed component of the project or used during construction.
- D. All submittals shall be in conformance with Section 01 33 23.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the pipe, a drilling fluid mixing, and delivery system of sufficient capacity to successfully complete the crossing; a guidance system to accurately guide boring operations, and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.

2.02 PIPE

- A. HDPE Pipe - The pipe shall be high density polyethylene (HDPE) AWWA C906 DR11 with standard ductile iron pipe outer diameters. Where fittings are required, a stainless steel stiffener shall be inserted in the end of the pipe for support. Stiffeners shall be so manufactured by Smith-Blair, Inc. ROMAC, or approved equal. HDPE pipe shall be as manufactured by Plexco, Driscopipe, or approved equal. Pipe shall be color coded for the type of utility service.
- B. PVC Pipe – The pipe shall conform to the requirements in Section 330100 and have restrained joints to allow for pull back of the pipe. Pipe shall be TerraBrute by IPEX, CertaLok by Certainteed, fusible PVC by Underground Solutions, or approved equal.
- C. Ductile Iron Pipe – The pipe shall conform to the requirements in Section 330100 and have restrained joints to allow for pull back of the pipe. Pipe shall be American MT Push Pipe or approved equal.

2.03 DRILLING SYSTEM

- A. Drilling Rig. The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations. The rig shall be grounded during drilling and pull-back operations. There shall be a system to detect electrical current from the drill string and an audible alarm which automatically sounds when an electrical current is detected.
- B. Drill Head. The drill head shall be steerable by changing its rotation and shall provide the necessary cutting surfaces and drilling fluid jets.
- C. Mud Motors (if required). Mud motors shall be of adequate power to turn the required drilling tools.
- D. Drill Pipe. Shall be constructed of high quality 4130 seamless tubing, grade D or better, with threaded box and pins. Tool joints should be hardened to 32-36 RC.

2.04 GUIDANCE SYSTEM

- A. A conventional electromagnetic sound walkover system, Magnetic Guidance System (MGS) probe or proven gyroscopic probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance shall be capable of tracking at the maximum depth required and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system shall be accurate to +/-2% of the vertical depth of the borehole at sensing position at depths up to one hundred feet and accurate within 1.5 meters horizontally.
- B. The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. The Operator shall be aware of any geomagnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

2.05 DRILLING FLUID (MUD) SYSTEM

- A. **Mixing System.** A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be a minimum of 500* gallons. Mixing system shall continually agitate the drilling fluid during drilling operations.
- B. **Drilling Fluids.** Drilling fluid shall be composed of clean water and bentonite clay. Water shall be from an authorized source with a pH of 8.5 - 10. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or equal. The water and bentonite clay shall be mixed thoroughly and be absent of any clumps or clods. No additional material may be used in drilling fluid without prior approval from Engineer. Contractor is responsible for provisions to obtain clean water for the fluid.
- C. **The Bentonite mixture used shall have the minimum viscosities as measured by a March Funnel:**
 - 1. Rock, Clay - 60 sec.
 - 2. Hard Clay - 40 sec.
 - 3. Soft Clay - 45 sec.
 - 4. Sandy Clay - 90 sec.
 - 5. Stable Sand - 80 sec.
 - 6. Loose Sand - 110 sec.
 - 7. Wet Sand - 110 sec.
- D. **These viscosities may be varied to best fit the soil conditions encountered, as approved by the Engineer.**
- E. **Additives.** Additives to drilling fluid such as drill soap, polymers, etc. shall be "environmentally safe" and be approved for such usage. No diesel fuel will be used.
- F. **Delivery System.** The mud pumping system shall have a minimum capacity of 50* GPM and be capable of delivering the drilling fluid at a constant minimum pressure of 1000 psi. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. A berm, minimum of 12" high, shall be maintained around drill rigs, drilling fluid mixing system, entry and exit pits and drilling fluid recycling system to prevent spills into the surrounding environment. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage and

facilities.

G. (not used)

2.06 OTHER EQUIPMENT

- A. Pipe Rollers. Pipe rollers shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe. Rollers shall be used as necessary to assist in pull back operations and in layout/fusing of material.
- B. Pipe Rammers. Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.
- C. Restrictions. Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Engineer must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.
- B. Existing Utilities. The drawings show existing utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that other utilities may not be present. The Contractor is to field locate existing utilities in advance of the work so as not to delay work and avoid conflict and disruption of utility services.

3.02 PERSONNEL REQUIREMENTS

- A. All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety. Each person must have at least two years directional drilling experience. A competent and experienced supervisor representing the Contractor and Drilling Subcontractor shall be present at all times during the actual drilling operations. A responsible representative who is thoroughly familiar with the equipment and type work to

be performed, must be in direct charge and control of the operation at all times. In all cases the supervisor must be continually present at the job site during the actual Directional Bore operation. The Contractor and Subcontractor shall have a sufficient number of competent workers on the job at all times to ensure the Directional Bore is made in a timely and satisfactory manner.

- B. Personnel who are unqualified, incompetent or otherwise not suitable for the performance of this project shall be removed from the jobsite and replaced with a suitable person.

3.03 DRILLING PROCEDURE

- A. Site Preparation. If not completed, prior to any alterations to worksite, contractor shall photograph or video tape entire work area, including entry and exit points. One copy of shall be given to Engineer and one copy to remain with contractor for a period of one year following the completion of the project.
- B. Work site as indicated on drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to designated work areas.
- C. Drill Path Survey. Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If contractor is using a magnetic guidance system, drill path will be surveyed for any surface geomagnetic variations or anomalies.
- D. Environmental Protection. Contractor shall place silt fence between all drilling operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any water body or wetland.
- E. Safety. Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner. Safety meetings shall be conducted at least weekly with a written record of attendance and topic submitted to Engineer.
- F. Pipe. Pipe shall be welded/fused together in one length, if space permits. Steel pipe welds will be X-rayed prior to being placed in bore hole. Pipe will be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.

- G. Pilot Hole. Pilot hole shall be drilled on bore path with no deviations greater than 5% of depth over a length of 100'. In the event that pilot does deviate from bore path more than 5% of depth in 100', contractor will notify Engineer and Engineer may require contractor to pull-back and re-drill from the location along bore path before the deviation.
- H. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, Contractor will cease operations and will discuss corrective options and with the Engineer and/or maintaining agency, then work will then proceed accordingly.
- I. Reaming. Upon successful completion of pilot hole, contractor will ream bore hole to a minimum of 25% greater than outside diameter of pipe using the appropriate tools. Contractor will not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.
- J. Pull-Back. After successfully reaming bore hole to the required diameter, contractor will pull the pipe through the bore hole. In front of the pipe will be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations contractor will not apply more than the maximum safe pipe pull pressure at any time.
- K. In the event that pipe becomes stuck, contractor will notify Engineer. Engineer, contractor, and/or the maintaining agency will discuss options and then work will proceed accordingly.

3.04 PIPE TESTING

- A. Following successful pull-back of pipe, contractor will hydro-test pipe as required in Section 33 01 00.

3.05 SITE RESTORATION

- A. Following drilling operations, contractor will de-mobilize equipment and restore the work site to original condition. Any noticeable surface defects due to the drilling operation shall be repaired by Contractor.
- B. In areas where directional drill is required to take place under pavement, the following procedures shall be followed to prevent road failure. Upon completion of the drill and pull, the Contractor shall pump the drill pit free of all excess drill mud. This may cause a void between the top of this pipe and the roof of the pre-reamed hole. The Contractor can either over excavate the pit, exposing the top of the pipe in the void area, backfill, and compact to full depth. Alternatively, the pit may be filled with flowable fill to the full sub-base depth. Cover the pipe, fitting, or valves with visqueen, filling the annular space. The Contractor remains responsible for repairing the pavement if subsidence occurs in the pit area within 3 months of completing the work.

3.06 RECORD KEEPING

- A. As-Builts. Contractor shall maintain a daily project log of drilling operations and a guidance system log with a copy given to Engineer at completion of boring. As-built drawings shall be certified as to accuracy by contractor as required in Section 01 78 39.

END OF SECTION

SECTION 33 05 31.19
FUSIBLE POLYVINYL CHLORIDE PIPE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope

1. This section specifies fusible polyvinylchloride pipe, including acceptable fusion technique and practice and safe handling and storage.

B. Pipe Description

1. Pipe Supplier shall furnish fusible polyvinylchloride pipe conforming to all applicable standards and procedures and meeting all applicable testing and material properties as described by those standards or within this specification.

1.02 QUALITY ASSURANCE

A. References:

1. This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of a conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.
2. Unless otherwise specified, references to documents shall mean the documents in effect at the time of construction. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued.
3. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

Reference	Title
NSI/AWWA C110/A21.10	American National Standard for Ductile-Iron and Gray-Iron Fittings, 3-inch through 48-inch, for Water and Other Liquids
ANSI/AWWA C111/A21.11	American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C605	Standard for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
AWWA C651	Standard for Disinfecting Water Mains
AWWA C900	Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. through 12 in. (100mm through 300mm), for Water Distribution
AWWA C905	Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 in. through 48 in. (350mm-1200mm), for Water Distribution
AWWA M23	AWWA Manual of Supply Practices PVC Pipe—Design and Installation, Second Edition
ASTM C923	Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals
ASTM D1784-02	Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
ASTM D1785	Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D2152	Test Method for Degree of Fusion of Extruded Poly(Vinyl Chloride) (PVC) Pipe and Molded Fittings by Acetone Immersion
ASTM D2241	Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR)
ASTM D2665	Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings
ASTM F477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F1057	Standard Practice for Estimating the Quality of Extruded Poly (Vinyl Chloride) (PVC) Pipe by the Heat Reversion Technique
ASTM F1417	Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air
UNI-PUB-6	Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe
UNI-PUB-8	Recommended Practice for the Direct Tapping of Polyvinyl Chloride (PVC) Pressure Water Pipe (Nominal Diameters 6-12 Inch)
NSF-14	Plastics Piping System Components and Related Materials

NSF-61	Drinking Water System Components--Health Effects
PPI TR-2/2006	PVC Range Composition Listing of Qualified Ingredients

B. Manufacturer Requirements

1. Fusible polyvinylchloride pipe shall be tested at the extrusion facility for properties required to meet all applicable parameters as outlined in AWWA C900, AWWA C905, and applicable sections of ASTM D2241. Testing priority shall be in conformance with AWWA C900 and AWWA C905.

C. Fusion Technician Requirements

1. Fusion Technician shall be fully qualified by the pipe supplier to install fusible polyvinylchloride pipe of the type(s) and size(s) being used. Qualification shall be current as of the actual date of fusion performance on the project.

D. Specified Pipe Suppliers

1. Fusible polyvinylchloride pipe shall be used as manufactured under the trade names Fusible C-900®, Fusible C-905®, and FPVC™, for Underground Solutions, Inc., Poway, CA, (858) 679-9551. Fusion process shall be as patented by Underground Solutions, Inc., Poway, CA, Patent No. 6,982,051. Owner and Engineer are aware of no other supplier or fusible polyvinylchloride pipe that is an equal to this specified pipe supplier and product.

E. Warranty

1. A one-year warranty for the pipe shall be included and shall cover the cost of replacement pipe and freight to project site, should the pipe have any defects in material or workmanship.
2. In addition to the standard pipe warranty, the fusing contractor shall provide in writing a warranty for a period of one year for all the fusion joints, including formation, installation, and pressure testing.
3. Warranty periods shall begin on the date of installation and product acceptance after all applicable testing.

F. Submittals

1. The following PRODUCT DATA is required from the pipe supplier and/or fusion provider:

- a. Name of the pipe manufacturer and a list of the piping and quantities to be provided by manufacturer.
 - b. Product data and pipe supplier data indicating conformance with this specification and applicable standards, including written documentation regarding any intended variance from this specification and applicable standards. This will include experience of pipe supplier by years and number of projects; warranty information; and independent laboratory testing certification.
 - c. Material and pipe property testing in conformance with this specification and applicable standards indicating conformance from the pipe extruder per AWWA C900 and AWWA C905:
 - 1) Dimensional Checks
 - 2) Pipe Burst
 - 3) Flattening
 - 4) Extrusion Quality (Acetone Immersion)
 2. Test results will be prepared and made available from the pipe extruder to the Owner or Engineer upon request, for each extrusion run.
 3. Fusion joint data and fusion technician data indicating conformance with this specification and applicable standards, including written documentation regarding any intended variance from this specification and applicable standards. This will include fusion joint warranty information and recommended project specific fusion parameters, including criteria logged and recorded by data logger.
- G. The following AS-RECORDED DATA is required from the contractor and/or fusion provider:
1. Fusion report for each fusion joint performed on the project, including joints that were rejected. Submittals of the Fusion Technician's joint reports are required as requested by the Owner or Engineer. Specific requirements of the Fusion Technician's joint report shall include:
 - a. Pipe Size and Dimensions
 - b. Machine Size
 - c. Fusion Technician Identification
 - d. Job Identification Number
 - e. Fusion Number
 - f. Fusion, Heating, and Drag Pressure Settings
 - g. Heat Plate Temperature
 - h. Time Stamp

- i. Heating and Cool Down Time of Fusion
- j. Ambient Temperature

PART 2 - PRODUCTS

2.01 FUSIBLE POLYVINYLCHLORIDE PRESSURE PIPE FOR POTABLE WATER

- A. Fusible polyvinylchloride plastic material for pipe shall conform to AWWA C900 or C905, ASTM D1784, cell classification 12454, and/or ASTM D2241 for DIPS standard dimensions if applicable. Compound formulation shall be in accordance with PPI TR-2/2006.
- B. Pipe shall be manufactured with 100% virgin resin.
- C. Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.
- D. Fusible polyvinylchloride pipe shall be manufactured in standard 40' nominal lengths.
- E. Fusible polyvinylchloride pipe shall be blue in color.
- F. Pipe shall be marked per AWWA C900 or AWWA C905, and shall include as a minimum:
 - 1. Nominal size
 - 2. PVC
 - 3. Dimension Ratio, Standard Dimension Ratio or Schedule
 - 4. AWWA pressure class or rating
 - 5. AWWA Standard designation number
 - 6. NSF-61 mark verifying suitability for potable water service
 - 7. Extrusion production-record code
 - 8. Trademark or trade name
 - 9. Cell Classification 12454 and/or PVC material code 1120 may also be included.
- G. Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.

2.02 FUSIBLE POLYVINYLCHLORIDE PRESSURE PIPE FOR NON-POTABLE WATER

- A. Fusible polyvinylchloride plastic material for pipe shall conform to AWWA C900 or C905, ASTM D1784, and cell classification 12454. Pipe shall be in accordance with ASTM D2241 for DIPS standard dimensions as indicated in these specifications. Compound formulation shall be in accordance with PPI TR-2/2006.
- B. Pipe shall be manufactured with 100% virgin resin.
- C. Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square

to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.

- D. Fusible polyvinylchloride pipe shall be manufactured in standard 40' nominal lengths.
- E. Fusible polyvinylchloride pipe shall be purple in color.
- F. Pipe shall be marked per AWWA C900 or AWWA C905, and shall include as a minimum:
 - 1. Nominal size
 - 2. PVC
 - 3. Dimension Ratio, Standard Dimension Ratio or Schedule
 - 4. AWWA pressure class or rating
 - 5. AWWA Standard designation number
 - 6. "Not for Potable Use" designation
 - 7. Extrusion production-record code
 - 8. Trademark or trade name
 - 9. Cell Classification 12454 and/or PVC material code 1120 may also be included.
- G. Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.

2.03 FUSIBLE POLYVINYLCHLORIDE PRESSURE PIPE FOR WASTEWATER

- A. Fusible polyvinylchloride plastic material for pipe shall conform to AWWA C900 or C905, ASTM D1784, and cell classification 12454. Pipe shall be in accordance with ASTM D2241 for DIPS standard dimensions as indicated in these specifications. Compound formulation shall be in accordance with PPI TR-2/2006.
- B. Pipe shall be manufactured with 100% virgin resin.
- C. Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.
- D. Fusible polyvinylchloride pipe shall be manufactured in standard 40' nominal lengths.
- E. Fusible polyvinylchloride pipe shall be green in color.
- F. Pipe shall be marked per AWWA C900 or AWWA C905, and shall include as a minimum:
 - 1. Nominal size
 - 2. PVC
 - 3. Dimension Ratio, Standard Dimension Ratio or Schedule
 - 4. AWWA pressure class or rating
 - 5. AWWA Standard designation number

6. Extrusion production-record code
7. Trademark or trade name
8. Cell Classification 12454 and/or PVC material code 1120 may also be included.

- G. Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.

2.04 FUSIBLE POLYVINYLCHLORIDE NON-PRESSURE PIPE FOR WASTEWATER

- A. Fusible polyvinylchloride plastic material for pipe shall conform to AWWA C900 or C905, ASTM D1784, and cell classification 12454. Pipe shall be in accordance with ASTM D2241 for DIPS standard dimensions as indicated in these specifications.
- B. Pipe shall be manufactured with 100% virgin resin.
- C. Fusible polyvinylchloride pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.
- D. Fusible polyvinylchloride pipe shall be manufactured in standard 40' nominal lengths.
- E. Fusible polyvinylchloride pipe shall be green in color.
- F. Pipe shall be marked per AWWA C900 or AWWA C905, and shall include as a minimum:
1. Nominal size
 2. PVC
 3. Dimension Ratio, Standard Dimension Ratio or Schedule
 4. AWWA pressure class or rating
 5. AWWA Standard designation number
 6. Extrusion production-record code
 7. Trademark or trade name
 8. Cell Classification 12454 and/or PVC material code 1120 may also be included.
- G. Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.

2.05 FUSION JOINTS

- A. Unless otherwise specified, fusible polyvinylchloride pipe lengths shall be assembled in the field with butt-fused joints. The Contractor shall follow the pipe supplier's written instructions for this procedure. Joint strength shall be equal to the pipe as demonstrated by testing requirements. All fusion joints shall be completed as described in this specification.

2.06 CONNECTIONS AND FITTINGS FOR PRESSURE APPLICATIONS

- A. Connections shall be defined in conjunction with the linking of project piping, as well as the tie-ins to other piping systems.
- B. Ductile Iron Mechanical Fittings
 - 1. Acceptable fittings for use with fusible polyvinylchloride pipe shall include standard ductile iron fittings conforming to AWWA/ANSI C110/A21.10 and AWWA/ANSI C111/A21.11.
 - 2. Restrained connections to fusible polyvinylchloride pipe may be made using a restrained retainer gland product for DIPS or IPS sizing, as well as for MJ or flanged fittings. Example manufacturers include:
 - a. EBAA Iron - Megalug Series 2000PV, 2000SV, 2100, or Series 2200
 - b. Smith-Blair - Cam-Lok, 111/120 series or approved equal.
 - 3. Bends, tees and other ductile iron fittings shall be restrained with the use of thrust blocking as indicated on the drawings.
 - 4. Ductile iron fittings and retainer glands must be installed per the manufacturer's recommendations.
- C. PVC Gasketed, Push-On Fittings
 - 1. Acceptable fittings for use with fusible polyvinylchloride pipe shall include standard PVC pressure fittings conforming to AWWA C900 and AWWA C905.
 - 2. Acceptable fittings for use joining fusible polyvinylchloride pipe other sections of fusible polyvinylchloride pipe or other sections of PVC pipe shall include gasketed PVC, push-on type couplings and fittings, including bends, tees, and couplings as shown in the drawings.
 - 3. Bends, tees and other PVC fittings shall be restrained with the use of thrust blocking as indicated on the drawings.
 - 4. PVC gasketed, push-on fittings and mechanical restraints, if used, must be installed per the manufacturer's recommendations.
- D. Sleeve-Type Couplings
 - 1. Sleeve-type mechanical couplings shall be manufactured for use with PVC pipe,

and may be restrained or unrestrained as indicated on the drawings and in these specifications.

a. Acceptable sleeve-type mechanical pipe couplings shall include for unrestrained coupling:

- 1) Smith-Blair Omni-Coupling
- 2) Dresser Style 253 or Long Style 253
- 3) or approved equal.

2. Acceptable sleeve-type mechanical pipe couplings shall include for restrained coupling EBAA Iron Series 3800 or approved equal.

E. Expansion and Flexible Couplings

1. Expansion-type mechanical couplings shall be manufactured for use with PVC pipe, and may be restrained or unrestrained as indicated on the drawings and in these specifications.

2. Acceptable expansion-type mechanical pipe couplings shall include EBAA Iron EX-TEND 200, Smith-Blair Type-611 or Type-612, or approved equal.

3. Acceptable flexible couplings shall include EBAA Iron FLEX-TEND or approved equal.

F. Connection Hardware

1. Bolts and nuts for buried service shall be made of non-corrosive, high-strength, low-alloy steel having the characteristics specified in ANSI/AWWA C111/A21.11, regardless of any other protective coating.

2.07 TRACER WIRE

A. All piping shall be installed with a continuous, insulated TW, THW, THWN, or HMWPE insulated copper, 10 gauge or thicker wire for pipeline location purposes by means of an electronic line tracer.

1. The wires must be installed along the entire length of the pipe.
2. The insulation color shall match the color of the pipe being installed.
3. Sections of wire shall be spliced together using approved splice caps and waterproof seals. Twisting the wires together is not acceptable.

2.08 CONNECTIONS FOR GRAVITY SANITARY SEWER APPLICATIONS

A. The following connections are to be used in conjunction with tie-ins to other gravity sewer piping and structures and shall be as indicated on the drawings.

B. PVC Gasketed, Push-On Couplings

1. Acceptable couplings for joining fusible polyvinylchloride pipe to other sections of fusible polyvinylchloride pipe or other sections of PVC pipe shall include gasketed PVC, push-on type couplings as shown in the drawings.
2. PVC gasketed, push-on fittings and/or retainer glands must be installed per the manufacturer's recommendations.

C. Sleeve-Type Couplings:

1. Sleeve-type mechanical couplings shall be manufactured for use with PVC pipe, and may be restrained or unrestrained as indicated on the drawings and in these specifications.
2. Acceptable sleeve-type mechanical pipe couplings shall include for unrestrained coupling Smith-Blair Omni-Coupling, Dresser Style 253 or Long Style 253 or approved equal.
3. Acceptable sleeve-type mechanical pipe couplings shall include for restrained coupling, EBAA Iron Series 3800 or approved equal.

D. Expansion and Flexible Couplings

1. Expansion-type mechanical couplings shall be manufactured for use with PVC pipe, and may be restrained or unrestrained as indicated on the drawings and in these specifications.
2. Acceptable expansion-type mechanical pipe couplings shall include EBAA Iron EX-TEND 200, Smith-Blair Type-611 or Type-612, or approved equal.
3. Acceptable flexible couplings shall include EBAA Iron FLEX-TEND or approved equal.

E. Connection Hardware

1. Bolts and nuts for buried service shall be made of non-corrosive high-strength, low-alloy steel having the characteristics specified in ANSI/AWWA C111/A21, regardless of any other protective coating.

F. Connection to Sanitary Sewer Manholes And Structures

1. Fusible polyvinylchloride pipe shall be connected to manholes and other structures

to provide a leak-free, properly graded flow into or out of the manhole or structure.

2. Connections to existing manholes and structures shall be as specified and shown on the drawings.
 - a. For a cored or drilled opening, provide a flexible, watertight connection that meets and/or exceeds ASTM C923.
 - b. For a knock out opening, provide a watertight connection (waterstop or other method) meeting the material requirements of ASTM C923 that is securely attached to the pipe with stainless steel bands or other means.
 - c. Grout opening in manhole wall with non-shrink grout. Pour concrete collar around pipe and outside manhole opening. Provide flexible pipe joint or flexible connector within 2' of collar.
 - d. Connections to a new manhole or structure shall be as specified and shown on the drawings.
 - e. A flexible, watertight gasket per ASTM C 923 shall be cast integrally with riser section(s) for all precast manhole and structures.
 - f. Drop connections shall be required where shown on drawings.
 - g. Grout internal joint space with non-shrink grout.

PART 3 - EXECUTION

3.01 DELIVERY AND OFF-LOADING

- A. All pipe shall be bundled or packaged in such a manner as to provide adequate protection of the ends during transportation to the site. Any pipe damaged in shipment shall be replaced as directed by the Owner or Engineer.
- B. Each pipe shipment should be inspected prior to unloading to see if the load has shifted or otherwise been damaged. Notify Owner or Engineer immediately if more than immaterial damage is found.
- C. Each pipe shipment should be checked for quantity and proper pipe size, color and type.
- D. Pipe should be loaded, off-loaded, and otherwise handled in accordance with AWWA M23.
- E. A forklift with chisel forks shall be used to off-load the pipe. The fork chisel should be checked to be sure it is not thicker than the gap between the units of pipe strapped together for shipping and handling purposes. Extend forks to remove each top unit from the truck.

When unloading 20' lengths, remove back units first. Do not run forks too far under the units, as fork ends striking adjacent units may cause damage. Insure that the forks are fully engaged. The 30' and 40' lengths are shipped in single length units. Because these are longer, the packages will flex or bend more than the 20' length units. If left bundled in units, unloading can be done with a single forklift so long as it is of sufficient capacity to handle the load. If sag exceeds recommendations (see the table below as to allowable sag), then each piece of pipe should be unloaded individually. The forks should be placed as far apart as possible to provide support to the unit. When unloading individual pieces of pipe, the pipe should be supported at approximately the 1/3 point measured from each end of the pipe.

Sag in Pipe Lengths During Unloading and Moving

	Segment Height (Sag)	
Nom. Pipe Size	30' Length	40' Length
(DIPS)	(inches)	(inches)
4	13	23 1/2
6	9	16 1/2
8	7	12 1/2
10	5 1/2	10
12	4 1/2	8 1/2
14	4	7 1/2
16	3 1/2	6 1/2
18	3	5 1/2
20	2 1/2	5
24	2 1/2	4
30	2	3 1/2
36	1 1/2	3
42	1	2 1/2
48	1	2

	Segment Height (Sag)	
Nom. Pipe Size	30' Length	40' Length
(IPS)	(inches)	(inches)
3	18	32 1/2
4	14	25 1/2
6	9 1/2	17
8	7 1/2	13
10	6	10 1/2
12	5	9
14	4 1/2	8
16	4	7
18	3 1/2	6
20	3	5 1/2
24	2 1/2	4 1/2
30	2	3 1/2
36	1 1/2	3
42	1 1/2	2 1/2
48	1	2

- F. Sag is the measurement of the pipe ends relative to the pipe center. With a pipe raised on the forklift, a string line can be pulled from the bottom of one end of the pipe to the bottom of the other end of the pipe. The distance in the center from the string to the bottom of the pipe is the sag.
- G. If a forklift is not available, a spreader bar with fabric straps capable of handling the load should be used. Recommended lift points when using fabric slings are at the point approximately 1/3 of the length measured from each end of the unit.
- H. Off-loading devices such as chains, wire rope, chokers, or other pipe handling implements that may scratch, nick, cut, or gouge the pipe are strictly prohibited.
- I. During removal and handling, be sure that the pipe does not strike anything. Significant impact could cause damage, particularly during cold weather.
- J. If appropriate unloading equipment is not available, pipe may be unloaded by removing individual pieces. Care should be taken to insure that pipe is not dropped or damaged.
- K. Pipe should be carefully lowered, not dropped, from trucks.
- L. In preparation for pipe installation, placement of pipe should be as close to the fusion area as practical.

3.02 HANDLING AND STORAGE

- A. Any length of pipe showing a crack or which has received a blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work. Damaged areas, or possible areas of damage may be removed by cutting out and removing the suspected incident fracture area. Limits of the acceptable length of pipe shall be determined by the Owner or Engineer.
- B. Any scratch or gouge greater than 10% of the wall thickness will be considered significant and can be rejected unless determined acceptable by the Owner or Engineer.
- C. Pipe lengths should be stored and placed on level ground. Pipe should be stored at the job site in the unit packaging provided by the manufacturer. Caution should be exercised to avoid compression, damage, or deformation to the ends of the pipe. The interior of the pipe, as well as all end surfaces, should be kept free from dirt and foreign matter.
- D. Pipe shall be handled and supported with the use of woven fiber pipe slings or approved equal. Care shall be exercised when handling the pipe to not cut, gouge, scratch or otherwise abrade the piping in any way. Use of hooks, chains, wire rope or any other handling device which creates the opportunity to damage the surface of the pipe is strictly prohibited.

- E. After delivery to the project site, fusible polyvinylchloride pipe shall be stored at ambient temperature and protected from ultraviolet light degradation. If pipe is to be stored for periods of 6 months or longer, the pipe must be shaded or otherwise shielded from direct sunlight. Covering of the pipe which allows for temperature build-up is strictly prohibited. Pipe should be covered with an opaque material while permitting adequate air circulation above and around the pipe as required to prevent excess heat accumulation.
- F. Racks or dunnage to prevent damage to the bottom of the pipe during storage should support the pipe lengths. Supports should be spaced to prevent pipe bending and deformation. The pipe shall be stored in stacks no higher than that given in the following table:

<u>Pipe Diameter (inches)</u>	<u>Max. No. of Rows Stacked</u>
8 or less	5
12 to 21	4
24 to 30	3
33 to 48	2

3.03 FUSION PROCESS

A. General

1. Fusible polyvinylchloride pipe will be handled in a safe and non-destructive manner before, during, and after the fusion process and in accordance with this specification and pipe supplier's recommendations.
2. Fusible polyvinylchloride pipe will be fused by qualified fusion technicians, as documented by the pipe supplier. Training records for qualified fusion technicians shall be available to Owner or Engineer upon request.
3. Each joint fusion shall be recorded and logged by an electronic monitoring device (data logger) affixed to the fusion machine. Joint data shall be submitted as part of the As-Recorded information, in accordance with this specification.
4. The fusible polyvinylchloride pipe will be installed in a manner so as not to exceed the recommended bending radius.
5. Where fusible polyvinylchloride pipe is installed by pulling in tension, the recommended Safe Pulling Force, according to the pipe supplier, will not be exceeded.
6. Only appropriately sized, and outfitted fusion machines that have been approved by the pipe supplier shall be used for the fusion process. Fusion machines must incorporate the following properties, including the following elements:

- a. Heat Plate - Heat plates shall be in good condition with no deep gouges or scratches within the pipe circle being fused. Plates shall be clean and free of any contamination. Heater controls shall properly function, and cord and plug shall be in good condition. The appropriately sized heat plate shall be capable of maintaining a uniform and consistent heat profile and temperature for the size of pipe being fused, per the pipe supplier's recommendations.
 - b. Carriage - Carriage shall travel smoothly with no binding at less than 50 psi. Jaws shall be in good condition with proper inserts for the pipe size being fused. Insert pins shall be installed with no interference to carriage travel.
 - c. General Machine - Overview of machine body shall yield no obvious defects, missing parts, or potential safety issues during fusion.
 - d. Datalogger - The current version of the pipe supplier's recommended and compatible software shall be used. Protective case shall be utilized for the hand held wireless portion of the unit. Datalogger operations and maintenance manual shall be with the unit at all times. If fusing for extended periods of time, an independent 110V power source shall be available to extend battery life.
7. Other equipment specifically required for the fusion process shall include the following:
- a. Pipe rollers shall be used for support of pipe to either side of the machine
 - b. A weather protection canopy that allows full machine motion of the heat plate, fusion assembly and carriage shall be provided for fusion in inclement and /or windy weather.
 - c. Fusion machine operations and maintenance manual shall be kept with the fusion machine at all times.
 - d. Facing blades specifically designed for cutting fusible polyvinylchloride pipe.

B. Joint Recording

- 1. Each fusion joint shall be recorded and logged by an electronic monitoring device (data logger) connected to the fusion machine. The fusion data logging and joint report shall be generated by software developed specifically for the butt-fusion of

thermoplastic pipe. The software shall register and/or record the parameters required by the manufacturer and these specifications. Data not logged by the data logger shall be logged manually and be included in the Fusion Technician's joint report.

3.04 PREPARATION PRIOR TO MAKING CONNECTIONS INTO EXISTING PIPING SYSTEMS

- A. Approximate locations for existing piping systems are shown on the drawings or detailed in the specifications. Prior to making connections into existing piping systems, the Contractor shall:
 - 1. Field verify location, size, piping material and piping system of the existing pipe.
 - 2. Obtain all required existing piping manufacturer(s) approved fittings (i.e., saddles, sleeve type couplings, flanges, tees, etc., as shown).
 - 3. Have installed all temporary pumps and/or pipes in accordance with established connection plans.
 - 4. Have on hand necessary pipe stoppers, pancake flanges or other items which may be necessary should an existing valve or appurtenance fail to seal properly.
- B. Unless otherwise approved by the Engineer, new piping systems shall be completely assembled and successfully tested prior to making connections into existing pipe systems.

3.05 PIPE SYSTEM CONNECTIONS

- A. Pipe connections shall be installed per applicable standards and regulations, as well as per the connection manufacturer's recommendations and as indicated on the drawings. Pipe connections to structures shall be installed per applicable standards and regulations, as well as per the connection manufacturer's recommendations.

3.06 TRACER WIRE TESTING

- A. Upon completion of the directional bore, the Contractor shall demonstrate that the wire is continuous and unbroken through the entire run of the pipe.
 - 1. Demonstration shall include full signal conductivity (including splices) when energizing for the entire run in the presence of the Owner or Engineer.
 - 2. If the wire is broken, the Contractor shall repair or replace it. Pipeline installation will not be accepted until the wire passes a continuity test.

3.07 TAPPING FOR POTABLE AND NON-POTABLE WATER APPLICATIONS

- A. Tapping shall be performed using standard tapping saddles designed for use on PVC piping in accordance with AWWA C605. Tapping shall be performed only with use of tap saddles or sleeves. NO DIRECT TAPPING WILL BE PERMITTED. Tapping shall be performed in accordance with the applicable sections for Saddle Tapping per Uni-Pub-8.
- B. Tapping sizes shall be limited to the following maximum diameters for the nominal pipe diameters as indicated below:
 - 1. Nominal pipe diameters 14" and under in size shall be limited to a maximum tapping diameter of 1".
 - 2. Nominal pipe diameters 16"- 18" in size shall be limited to a maximum tapping diameter of 2".
 - 3. Nominal pipe diameters 20"- 24" in size shall be limited to a maximum tapping diameter of 4".
 - 4. Nominal pipe diameters 30" and larger in size shall be limited to a maximum tapping diameter of 6".
- C. All other connections requiring a larger diameter shall be made with a pipe connection as specified and indicated on the drawings.
- D. Equipment used for tapping shall be made specifically for tapping PVC pipe:
 - 1. Tapping bits shall be slotted "shell" style cutters, specifically made for PVC pipe. 'Hole saws' made for cutting wood, steel, ductile iron, or other materials are strictly prohibited.
 - 2. Manually operated or power operated drilling machines may be used.
- E. Taps may be performed while the pipeline is filled with water and under pressure ('wet' tap), or when the pipeline is not filled with water and not under pressure ('dry' tap).

3.07 TESTING

- A. Testing shall comply with all local building codes, statutes, standards, local jurisdiction, and laws.
- B. Hydrostatic Testing and Leakage Testing For Pressure Piping
 - 1. Hydrostatic and leakage testing shall comply with AWWA C605.

2. For a simultaneous hydrostatic and leakage test, following installation, a pressure equal to 150% of working pressure at point of test, but not less than 125% of normal working pressure at highest elevation is applied. The duration of the pressure test is for two (2) hours.
3. If hydrostatic testing and leakage testing are performed at separate times, follow procedures as outlined in AWWA C605.
4. In preparation for pressure testing the following parameters must be followed:
 - a. All air must be vented from the pipeline prior to pressurization. This may be accomplished with the use of the air relief valves or corporation stop valves, vent piping in the testing hardware or end caps, or any other method which adequately allows air to escape the pipeline at all high points. Venting may also be accomplished by 'flushing' the pipeline in accordance with the parameters and procedures as described in AWWA C605.
 - b. The pipeline must be fully restrained prior to pressurization. This includes complete installation of all mechanical restraints per the manufacturer's instructions and recommendations, whether permanent or temporary to the final installation. This also includes the installation and curing of any and all required thrust blocking. All appurtenances included in the pressure test, including valves, blow-offs, and air-relief valves shall be checked for proper installation and restraint prior to the beginning of the test.
 - c. Temporary pipeline alignments that are being tested, such as those that are partially installed in their permanent location shall be configured to minimize the amount of potentially trapped air in the pipeline.

C. Leakage Testing for Non-Pressure Piping

1. Gravity sanitary sewers shall be tested for excessive leakage. This may include appropriate water or low pressure air testing. The leakage outward or inward (exfiltration or infiltration) shall not exceed 25 gallons per inch of pipe diameter per mile per day for any section of the system. An exfiltration or infiltration test shall be performed with a minimum positive head of two feet. The air test, if used, shall be conducted in accordance with one of the following Standards:
 - a. ASTM F1417
 - b. UNI-B-6

2. The testing method selected shall properly consider the existing groundwater elevations during the test. If the test section fails the test for excessive leakage, the Contractor shall repair or replace all defective materials and/or workmanship at no additional cost to the Owner.

D. Deflection Testing for Non-Pressure Piping

1. After completion of the backfill, the Engineer or Owner may require that a deflection test be performed. If the test section fails the test for excessive deflection, the Contractor shall repair or replace all defective materials and/or workmanship at no additional cost to the Owner.
2. Deflection tests should be conducted using a go/no-go mandrel. The mandrels outside dimension shall be sized to permit no more than 7.5 percent deflection. The percent deflection shall be established from the base inside diameter of the pipe. If the internal beading of the joints for the pipe is not required to be removed, the mandrel shall account for this clearance as well. The mandrel shall be approved by the Owner or Engineer prior to use. Lines that permit safe entry may allow other deflection test options, such as direct measurements with extension rulers.

E. Disinfection of the Pipeline For Potable Water Piping

1. After installation, the pipeline, having passed all required testing, shall be disinfected prior to being put into service. Unless otherwise directed by the Owner or Engineer, the pipeline will be disinfected per AWWA C651.

F. Partial Testing

1. Segments of the pipe may be tested separately in accordance with standard testing procedure, as approved by the Owner and Engineer.

END OF SECTION

SECTION 33 14 00
WATER UTILITY TRANSMISSION AND DISTRIBUTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The work under this section includes providing a complete system of water and reclaimed water distribution pressure piping and appurtenant items.

B. Related Work Described Elsewhere:

1. Section 31 23 00: Excavation and Fill
2. Section 33 05 07.13: Utility Directional Drilling
3. Section 33 01 12: Inspection and Testing of Water Utilities
4. Section 33 01 00: Operation and Maintenance of Utilities
5. Section 01 33 23: Shop Drawings, Product Data, and Samples

1.02 QUALITY ASSURANCE

A. Design Requirements:

1. Water and reclaimed water mains shall be laid with a minimum cover of 36 inches below finished grade, unless otherwise indicated.
2. Water and reclaimed water (typical this section) mains shall be constructed of the materials indicated on the drawings. Ductile iron pipe may be substituted for polyvinyl chloride pipe.
3. Changes in horizontal alignment of 113 degrees or less may be achieved through use of allowable pipe deflection in lieu of fittings shown on the drawings at the contractor's option, but subject to approval of the Engineer as to layout. Said deflection shall not exceed limits set forth in applicable AWWA Standards.

- B. Pipe Inspection: The Contractor shall obtain from the pipe manufacturers a certificate of inspection to the effect that the pipe and fittings supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. All pipe and fittings shall be subjected to visual inspection at time of delivery by rail or truck, also just before they are lowered into the trench to be laid, and joints or fittings that do not conform to these specifications will be rejected and must be removed immediately by the Contractor. The entire product of any plant may be rejected when, in the opinion of the Owner, the methods of manufacture fail to secure uniform results, or where the materials used are such as to produce inferior pipe or fittings.
- C. Prevention of Electrolysis: Where deemed necessary, electrolytic action through the contact of dissimilar metals, shall be prevented by either:
 - 1. The separation of one material from the other by means of an insulating or dielectric coupling, or
 - 2. The use of alternative materials, as approved by the Engineer.

1.03 SUBMITTALS

- A. Shop Drawings: The Contractor shall submit to the Engineer shop drawings in accordance with Section 01 33 23. At minimum the shop drawings shall include:
 - 1. Mill test certificates or certified test reports on pipe.
 - 2. Details of restrained and flexible joints.
 - 3. Meter vault and boxes
 - 4. Valves and valve boxes
 - 5. Service connection assemblies
 - 6. Disinfection method
- B. Acceptance of Material: The Owner reserves the right to sample and test any pipe or fitting after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

1.04 JOB CONDITIONS

- A. Water in Excavation: Water shall not be allowed in the trenches while the pipes are being laid and/or tested. The contractor shall not open more trench than the available pumping facilities are able to dewater to the satisfaction of the Engineer. The contractor shall assume responsibility for disposing of all water so as not to injure or interfere with the normal drainage of the territory in which he is working. In no case shall the pipelines being installed be used as drains for such water, and the ends of the pipe shall be kept properly

and adequately blocked during construction by the use of approved stoppers and not by improvised equipment. All necessary precautions shall be taken to prevent to entrance of mud, sand, or other obstructing matter into the pipelines. If on completion of the work any such material has entered the pipelines, it must be cleaned as directed by the Engineer so that the entire system will be left clean and obstructed.

PART 2 - PRODUCTS

2.01 MATERIAL

- A. Materials shall conform to specification Section 33 01 00.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Bedding:
 - 1. Pipe Cradle: Upon satisfactory installation of the pipe bedding material
 - a. Excavating, backfilling, and compacting, a continuous trough for the pipe barrel and recesses for the pipe bells or couplings shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure will be exerted on the pipe joints from the trench bottom.
 - 2. Cleanliness: The interior of the pipes shall be thoroughly cleaned of all foreign matter before being gently lowered into the trench and shall be kept clean during laying operations by means of plugs or other approved methods. During suspension of work for any reason at any time, a suitable stopper shall be placed in the end of the pipe last laid to prevent mud or other foreign material from entering the pipe.

3.02 INSTALLATION

- A. Pipe:
 - 1. Gradient: Lines shall be laid straight, and depth of cover shall vary to provide uniform gradient or slope to pipe whether grading is completed or proposed at time of pipe installation. When a grade or slope is shown on the drawings, batter boards with string line paralleling design grade, or other previously approved means, shall be used by the Contractor to assure conformance to require grade.

2. Pipe Joint Deflection: Whenever it is desirable to deflect pipe, the amount of deflection shall not exceed the maximum limits as shown in AWWA Standard C600 for ductile iron pipe and the maximum limits as established by the manufacturer of PVC pipe.
3. Rejects: Any pipe found defective shall be immediately removed and replaced with sound pipe at the contractor's expense.
4. Joint Compounds: No sulphur base joint compound shall be used.
5. Anchors: Concrete thrust blocks shall be placed at all bends, tees, plugs and other fittings to provide lateral support, except when restrained joints are specified. Thrust blocks shall conform to the details shown on the drawings and shall be of Class "B" concrete.
6. "Grip Ring", Special MJ Gland and Grip Ring: as manufactured by Romac Industries, Inc., Seattle, WA 98114 or approved restraining devices shall be used instead of thrust blocks for all pressure rated pipe sizes four inch through 24 inch diameter.

B. Installing Valves and Boxes:

1. Valves: Valves shall be carefully inspected, opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Gate valves, unless shown otherwise, shall be set with their stems vertically above the centerline of the pipe. Butterfly valves shall have the disc shaft installed horizontally. Any valve that does not operate correctly shall be removed and replaced by the contractor at no expense to the Owner.
2. Valve Boxes: Valve boxes shall be carefully centered over the operating nuts of the valves so as to permit a valve key to be fitted easily to the operating nut. In areas to be paved, valve boxes shall be set to conform to the level of the finished surface and held in position by a ring of concrete placed under the support flange as shown on the drawings. The valve box shall not transmit surface loads to the pipe or valve. Care shall be taken to prevent earth and other material from entering the valve box. Any valve box which is out of alignment or whose top does not conform to the finished ground surface shall be dug out and reset. Before final acceptance of the work all valve boxes shall be adjusted to finish grade.

- C. Installing Hydrants: Hydrants shall be set plumb and in true alignment with mains. They shall be securely braced against the end of the trench with concrete thrust blocks as shown on the drawings. Backfilling around hydrants shall be carefully done so as not to disturb the hydrant and shall be thoroughly compacted so as to support the hydrant securely.
- D. Concrete Encasement:
 - 1. Concrete encasement shall be constructed in accordance with the details shown on the drawings and shall be constructed of Class "B" concrete. Encasement shall be constructed as indicated on the drawings. Any fittings to be encased shall first be poly-wrapped and tied to facilitate repairs if needed at a later date.
 - 2. The points of beginning and ending of pipe encasement shall be not more than 6 inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads.
- E. Blow Off Connections: Blow off connections shall be installed at the locations and in accordance with the details shown on the drawings.
- F. Service Connections: Service connections shall be installed at the locations and in accordance with the details shown on the drawings.
- G. Backfilling:
 - 1. After pipe has been laid, inspected, and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place during the conduction of the preliminary hydrostatic test. No backfill shall be placed over joints until the preliminary test is satisfactorily completed, leaving them exposed to view for the detection of visible leaks.
 - 2. Upon satisfaction completion of the preliminary hydrostatic test, backfilling and compacting of the trench shall be completed.
- H. Separation from Various Non-Potable Lines:
 - 1. Potable water mains should be laid at least ten feet horizontally from wastewater/sludge/chemical piping and at least three feet horizontally from reclaimed water piping, or if a potable water main is laid less than ten feet horizontally from reclaimed water piping, the potable water main should be laid so that the bottom of the potable water main is at least 18 inches above the top of the wastewater/sludge/chemical/reclaimed water piping.

Where a potable water main crosses wastewater/sludge/chemical/reclaimed water piping, the potable water main should be laid so that the bottom of the potable water main is at least 18 inches above the top of the wastewater/sludge/chemical/reclaimed water piping; or the crossing should be arranged so that all potable water main joints and wastewater/sludge/chemical/reclaimed water piping joints are equidistant from the point of crossing with no less than ten feet between any two joints.

3.03 FIELD QUALITY CONTROL

- A. Flushing: All water mains shall be flushed to remove all sand and other foreign matter. The velocity of the flushing water shall be at least four feet per second. Flushing shall be terminated at the direction of the Engineer. The contractor shall dispose of the flushing water without causing a nuisance or property damage.
- B. Hydrostatic Tests:
 - 1. Hydrostatic tests shall be conducted in accordance with specification Section 33 05 05.31.
 - 2. Water for testing and flushing shall be potable water provided by the contractor from a source approved by the Engineer.
- C. Disinfection:
 - 1. Before any portion of water distribution system is to be placed in service it shall be disinfected in accordance with the requirements of AWWA Standard C651; and its disinfection shall be demonstrated by bacteriological tests conducted in accordance with "Standard Methods for Examination of Water and Wastewater" for the coliaerogenes group, by an approved laboratory, acceptable to the Engineer and the County Health Department having jurisdiction and the State of Florida.
 - 2. The disinfecting agent shall be free chlorine in aqueous solution, with sustained concentration for 12 hours or more of not less than 50 parts per million (ppm). Chlorine may be derived from chlorine gas, or 70 percent (high test) calcium hypochlorite (HTH or Perchloron, or equal). Administration may be by any of the several methods described in AWWA Standard C651 as proposed by the contractor and approved by the engineer. Proposals as to method must be made prior to commencement of the disinfection process.

3. Following contact with chlorine solution, the system shall be thoroughly flushed out. Samples shall then be taken using sterile containers. Samples shall be taken by the contractor and delivered by him to an approved laboratory for analysis.
4. If samples do not demonstrate satisfactory results, the disinfection procedure shall be repeated until two series of satisfactory samples are obtained, the period between such series of samples to be a minimum of 24 hours.
5. For reclaimed water mains, all lines shall be backflushed and cleared until chlorine residual is maintained.

3.04 SCHEDULE

A. Connection to Existing System:

1. All connections to existing mains shall be made after complete disinfection of the proposed system and shall be made under the direction of the Owner of the existing system. Valves separating the mains being installed from existing mains shall be operated by or under the direction of the Engineer. The cost of the work in making the connection shall be paid for by the contractor.
2. In the event the proposed main is to be connected to a main which has one or more active services between the point of connection and the first existing line valve, a temporary plug or cap shall be installed on the new main until the pressure tests and disinfecting are completed. Upon satisfactory completion, the cap or plug shall be removed from both mains and the connection made with pipe which has been swabbed out with a solution of chlorine and water. The connection shall be made as swiftly as possible and any water in the ditch shall be kept below the level of the pipe. The pipeline shall then be placed in service by the Owner's personnel.
3. In the event any existing users will be without water while a connection is being made, the Contractor shall notify them when the water will be turned off and when he estimates service will be resumed. In some instances, these connections may have to be made at night. No user shall be without water service for more than 2 hours.

END OF SECTION

SECTION 40 05 78.11
AIR RELEASE VALVES FOR WATER SERVICE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This section includes materials and installation of air and vacuum valves, air release valves, combination air release valves, slow-closing air and vacuum valves, slow-closing combination air release valves for water service and sewage service.

1.02 QUALITY ASSURANCE

A. Qualifications:

- 1. The specified equipment shall be the standard product of manufacturers who regularly engage in the production of this type of equipment and who are fully experienced, reputable, and qualified in the manufacture of the equipment to be furnished. The equipment shall be designed, constructed, delivered, and installed in accordance with the best practices and methods and shall be specifically designed for sewage or potable water service, as appropriate.
- 2. Each component and ancillary equipment item furnished under this specification shall be new and unused, and the product of manufacturer having a successful record of operation, manufacturing and servicing the equipment for a minimum of five (5) years.

- B. All air and vacuum release valves, for the same service, shall be manufactured by one manufacturer.

C. Acceptable Manufacturers or equal:

- 1. Apco
- 2. Val-Matic
- 3. Clow

PART 2 - PRODUCTS

2.01 COMPONENTS

A. Sewage Service (Force Mains):

- 1. Air Release Valves

- a. Valves shall be of the long body design and shall be constructed of cast iron ASTM A126, Grade B with 316 stainless steel trim and float.
- b. Valves shall be heavy-duty stainless steel compound lever operating mechanism with 316 stainless steel pivot pins and 316 stainless steel retaining rings.
- c. Valves shall have an adjustable orifice constructed of 316 stainless steel with viton or Buna-N seating.
- d. Valves shall have a pressure rating of 300 psi.
- e. Valves to be complete with accessories for backwashing.
- f. Val-Matic Series 48BWA or 49BWA, APCO Model 400 or 450 SARV, Generation II, Short Body or equal.

2. Air and Vacuum Valves

- a. Valves shall be of the long body design and shall be constructed of cast iron ASTM A126, Grade B with 316 stainless steel trim, float, and Buna-N seat.
- b. Valves to have an upper and lower float separated by a hexagonal float guide to prevent fouling.
- c. Valves shall have a pressure rating of 300 psi.
- d. Valves to be complete with accessories for backwashing.
- e. APCO Series 400 SAVV, Generation II, or equal.

3. Combination Air Release Valves

- a. Valves are to release and admit large quantities of air when the pipeline is filled and drained. Valve shall also function to release small, accumulated quantities of air from pipeline while system is pressurized and functioning. All the material specifications shall be same as above.
- b. Valves shall be single body APCO Series 440 SCAVV Generation II or equal.

B. Clean Water Service:

1. Air Release Valves

a. 3/4 inch and smaller:

- 1) Simple lever type
- 2) Cast iron body ASTM A48, Class 35, 316 stainless steel trim, Buna-N orifice button.
- 3) Valves shall have a working pressure rating of at least 150 psi.
- 4) APCO Model 55, 65 or equal

b. One (1) inch or larger:

- 1) Valves to have heavy duty compound lever operating mechanism with stainless steel pivot pins and 316 stainless steel retaining rings.
- 2) Valves to be constructed of cast iron ASTM A48, Class 35 with 316 stainless steel trim and float.
- 3) Valves to have an adjustable orifice button, constructed of 316 stainless steel with viton or Buna-N seating.
- 4) One-half inch threaded outlet and stainless steel plug for top cover and body drain.
- 5) Valves shall have a working pressure rating of at least 300 psi.
- 6) APCO Model 200A, 207, or equal.

2. Air and Vacuum Valves

a. General: Valves designed to exhaust, or admit, large quantities of air.

- 1) Cast iron construction to ASTM A48, Class 25 with 316 stainless steel trim and flow with Buna-N seat.
- 2) Designs having levers and weights attached to floats will not be permitted.
- 3) Valves to be equipped with body drains as follows:

- 4) Valves 3 inches and under to have 1/2 inch drain and 316 stainless steel pipe plug.
- 5) Valves 4 inches and over to have 1 inch drain and 316 stainless steel plug.
- 6) Valves 3 inches and under to be NPT outlet. Valves 4 inches and larger to have stainless steel protector hood.
- 7) Valves shall have a working pressure of at least 150 psi.
- 8) APCO Series 140, 150, or equal.

3. Combination Air Release Valves

- a. Combination of 2.01B 1 and 2 above. Valves to release and emit large quantities of air when the pipeline is filled or drained. Valve shall also function to release small, accumulated quantities of air from pipeline while system is pressurized and functioning.
- b. Valves shall be APCO Series 140C, 150C, or Dual-Body APCO Series 1100C, or equal.

C. Valve End Connection:

1. Valves smaller than three inches shall have threaded ends. Valves 4 inches or larger shall have flanged ends.
2. Flanges for Class 150 valves shall comply with ASNI B16.1, Class 125. Flanges for Class 300 valves shall comply with ANSI B16.1, Class 250.
3. Threaded ends shall comply with ANSI B2.1.

D. Bolts and Nuts for Flanged Valves:

1. Bolts and nuts for flanged valves shall be Type 316 stainless steel conforming to ASTM A1983, Grade B8M for bolts, and ASTM A194, Grade 8M for nuts.

E. Gaskets: Gaskets for flanged end valves shall be as described in the detail piping specifications.

2.02 ACCESSORIES

- A. All air release and vacuum release valves for clean water service shall be isolated from the service line with a stainless steel gate valve for valves up to 3 inches, and a stainless steel flanged body butterfly valve for valves greater than 3 inches (provide a spacer plate if required to clear the rotation of the butterfly disc). All air release and vacuum release valves for sewage service shall be isolated from the service line with a stainless steel plug valve.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install valves in accordance with manufacturer's instructions and recommendations and as shown on the drawings.
- B. Install all valves in the vertical position and allow sufficient clearance around valve for proper maintenance and removal.
- C. Clean flanges by wire brushing and repair damaged coatings before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen and remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.
- D. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape or pipe threads before installing threaded valves. Joints shall be watertight.
- E. Valve Pressure Testing: Test valves at the same time that the connection pipelines are pressure tested. Protect or isolate any parts of valves, operators, or control and instrumentation systems whose pressure rating is less than the test pressure.

3.02 START-UP

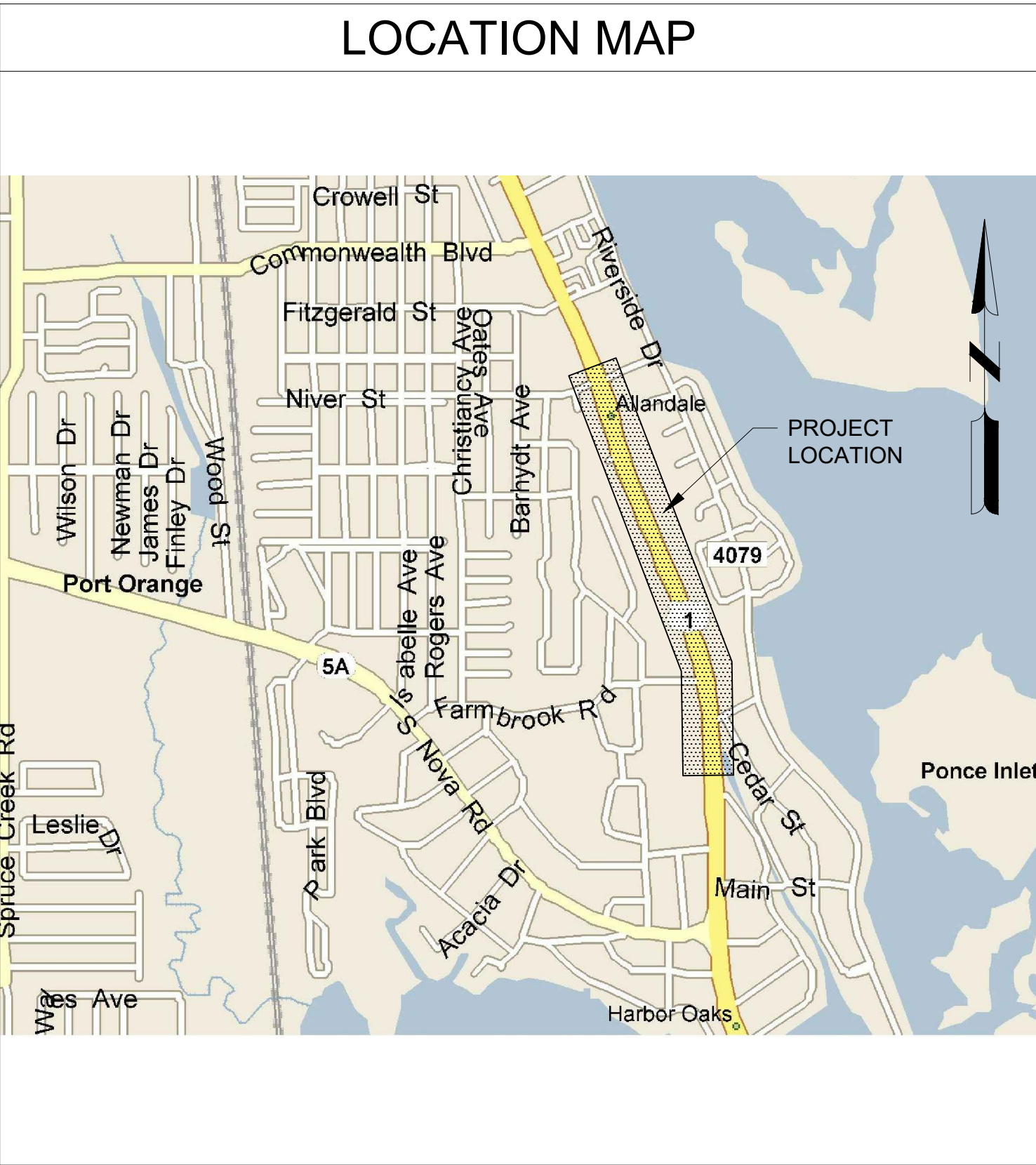
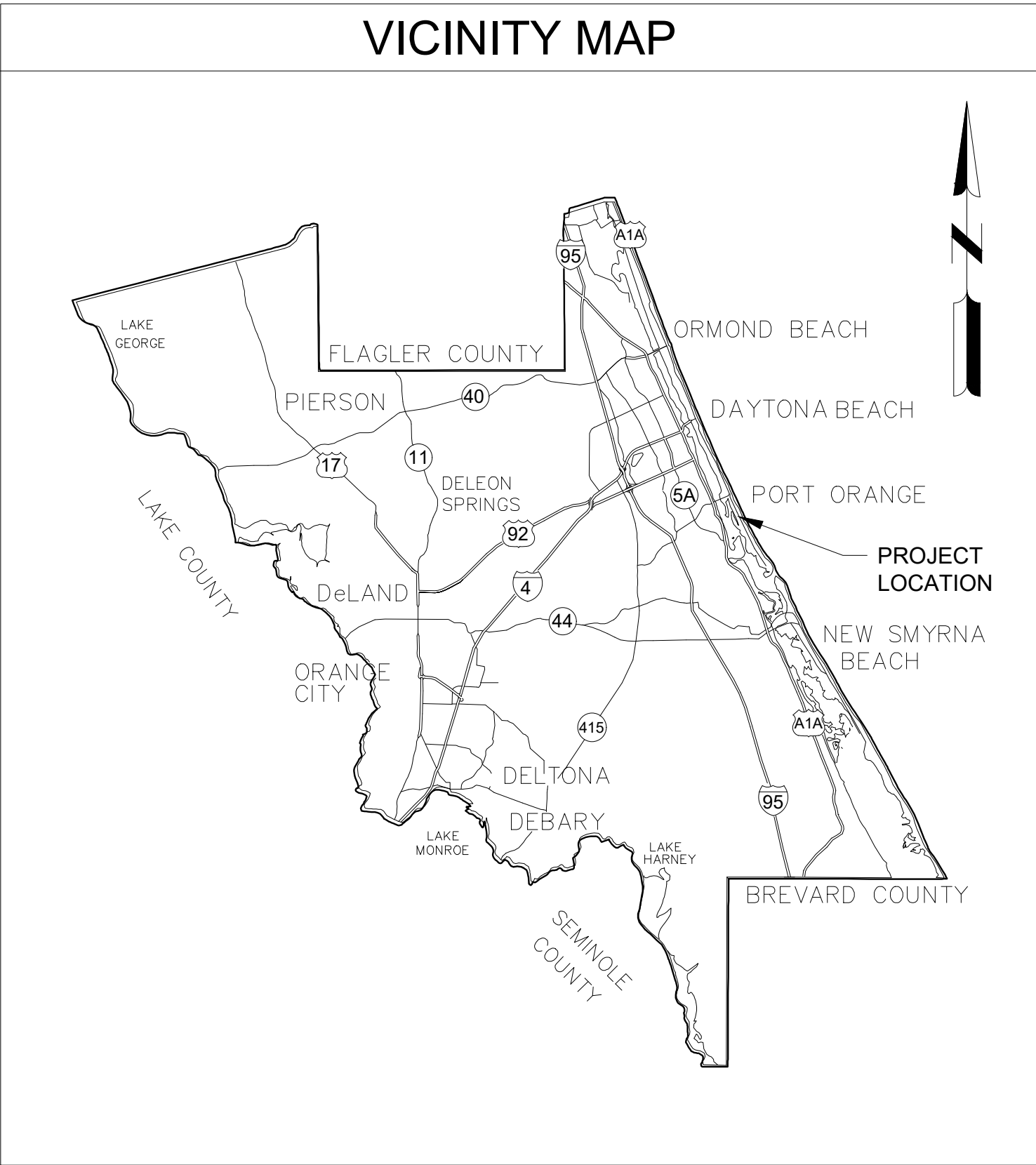
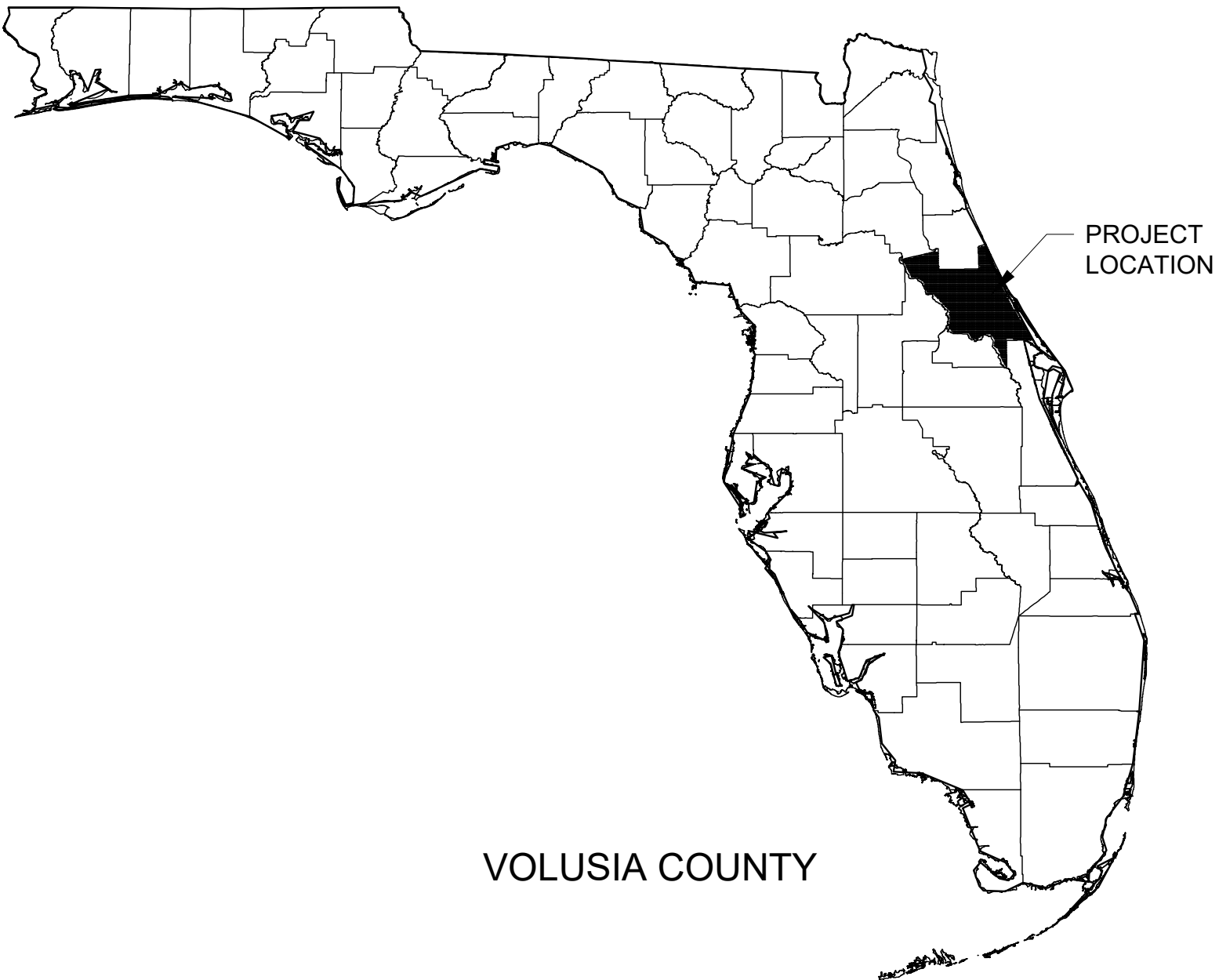
- A. Check all air release valves for proper operation in the presence of the Engineer.

END OF SECTION

RIDGEWOOD WATERMAIN IMPROVEMENTS

FARMBROOK ROAD TO NIVER STREET

CITY OF PORT ORANGE
VOLUSIA COUNTY CITY
ITB 22-09
BID PLANS
AUGUST 2020



SHEET INDEX	
Sheet Number	Sheet Title
G-001	COVER SHEET
G-002	LEGENDS & ABBREVIATIONS
C-001	KEY MAP & PROJECT NOTES
C-201	PLAN & PROFILE STA.1342+00 - STA.1346+80
C-202	PLAN & PROFILE STA.1346+80 - STA.1351+80
C-203	PLAN & PROFILE STA.1351+80 - STA.1356+80
C-204	PLAN & PROFILE STA.1356+80 - STA.1361+80
C-205	PLAN & PROFILE STA.1361+80 - STA.1366+80
C-206	PLAN & PROFILE STA.1366+80 - STA.1371+80
C-207	PLAN & PROFILE STA.1371+80 - STA.1376+80
C-208	PLAN & PROFILE STA.1376+80 - STA.1381+60
C-501	CONNECTION DETAILS
C-701	STANDARD CONSTRUCTION DETAILS
C-702	STANDARD CONSTRUCTION DETAILS
C-703	STANDARD CONSTRUCTION DETAILS
C-704	MISCELLANEOUS DETAILS
C-801	FDOT TTCP STANDARDS
C-802	FDOT TTCP STANDARDS

PROJECT TEAM:

OWNER:	CIVIL ENGINEER:
CITY OF PORT ORANGE CONTACT: JUNOS REED, P.E. 1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129 PHONE: (386)506-5755 EMAIL: JUREED@PORT-ORANGE.ORG	MEAD & HUNT, INC. CONTACT: ANDREW GIANNINI, P.E. 4401 EASTPORT PARKWAY PORT ORANGE, FLORIDA 32127 PHONE: (386) 761-6810 FAX: (386) 761-3977



Mead & Hunt

Mead and Hunt, Inc.

4401 Eastport Parkway

Port Orange, FL 32127

phone: 386-761-6810

meadhunt.com

FL Cert. #26730



CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER SHEET

SHEET NO.
G-001

A	
ABD.	ABANDON OR ABANDONED
AC.	ACRE
ACV	AIR CONDITIONING
ACCOMP	ASPHALT COATED CORRUGATED METAL PIPE
ACP	ASBESTOS CEMENT PIPE
AFB	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHD	AHEAD
AIR	AIR
AL	ALUMINUM
ALT.	ALTERNATE
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURE
ARV	AIR RELEASE VALVE
ARVV	AIR RELEASE VACUUM VALVE
ASPH.	ASPHALT
ASSY.	ASSEMBLY
AVE	AVENUE
AUTO	AUTOMATIC

B	
BCV	BALL CHECK VALVE
BF	BLIND FLANGE
BFV	BUTTERFLY VALVE
BK	BACK
B	BASE LINE
BLDG.	BUILDING
BLK	BLOCK
BM	BENCH MARK
BOC	BACK OF CURB
BOT.	BOTTOM
BRG.	BEARING
BT	BACTERIOLOGICAL TEST LOCATION
BV	BALL VALVE
BWW	BACKWASH WATER

C	
CATV	CABLE TELEVISION
C.B.	CATCH BASIN
CFM	CUBIC FEET PER MINUTE
CF	CUBIC FEET PER SECOND
C & G	CURB AND GUTTER
CIP	CAST IRON PIPE
CIR	CIRCUIT
CISP	CAST-IRON SOIL PIPE
C.J.	CONSTRUCTION JOINT
CL	CENTER LINE
CL.	CLASS
C.L.F.	CHAIN LINK FENCE
CLR	CLEARANCE
CMP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL PIPE ARCH
C.M.U.	CONCRETE MASONRY UNIT
CND.	CONDUIT
C.O.	CLEANOUT
CO.	COMPANY
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION
CONST.	CONSTRUCT/CONSTRUCTION
CONT.	CONTINUOUS
COORD.	COORDINATE
COR.	CORNER
CPLG	COUPLING
CPVC	CHLORINATED POLYVINYL CHLORIDE
CS	CHLORINE SOLUTION
CTR.	CENTER
CULV	CULVERT
CY	CUBIC YARD
CYL.	CYLINDER
CJ.FT.	CUBIC FEET
CJ.IN.	CUBIC INCHES
CV	CHECK VALVE

D	
D	DEGREE OF CURVATURE
DBL	DOUBLE
DET.	DETAIL
D.F.	DRINKING FOUNTAIN
D.F.	DIESEL FUEL
D.I.	DUCTILE IRON/DROP INLET
DIA.	DIAMETER
DIAG.	DIAGONAL
DIFF.	DIFFUSER
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DISCH.	DISCHARGE
DR.	DRIVE
DRN.	DRAIN
DWG.	DRAWING
DWL.	DESIGN WATER LEVEL
DWV	DRAIN, WASTE AND VENT
DW	DRIVEWAY

E	
E	EAST
EA.	EACH
ECC.	ECCENTRIC
EF	EACH FACE
EFF.	EFFLUENT
E	EASEMENT LINE
EL.	ELEVATION
ELEC.	ELECTRIC/ELECTRICAL
ELP.	ELLIPTICAL
ENC.	ENCASMENT
ENGR.	ENGINEER
EOP	EDGE OF PAVEMENT
EOP	EQUIPMENT
ESMT.	EASEMENT
EST	ESTIMATE/ESTIMATED
E.W.	EACH WAY
EX	EXISTING
EXP.	EXPANSION
EXT.	EXTERIOR/EXTENSION

F	
FAB.	FABRICATE
FAC	FLANGED ADAPTER COUPLING
F.C.V.	FLOW CONTROL VALVE
F.D.	FLOOR DRAIN
F.F.	FILTERED EFFLUENT
F.F.	FINISHED FLOOR
F.G.	FINISHED GRADE
F.H.	FIRE HYDRANT
FIG.	FIGURE
FIN.	FINISH
F.L.	FLOW LINE
FL.	FLOOR/FLOOR LINE
FLANGE	FLANGE
F.M.	FORCE MAIN
FRP	FIBERGLASS REINFORCED PLASTIC
FS	FLOOR STAND
FT.	FEET/FOOT
FTG.	FOOTING
FUT.	FUTURE
FV	FOOT VALVE

G	
GA.	GAUGE
GAL.	GALLON
GALV.	GALVANIZED
GAS	GAS MAIN
G.E.J.	GROOVED END JOINT
GND.	GROUND
GPD	GALLONS PER DAY
GPM	GALLONS PER MINUTE
GR.	GRADE
G.S.	GALVANIZED STEEL

G	
G.S.	GALVANIZED STEEL
GSP.	GSP.
GSR.	GROUND STORAGE RESERVOIR
GV	GATE VALVE

H	
HB	HOSE BIBB
H.D.	HEAVY DUTY
HOA	HAND/OFF/AUTO
HORIZ.	HORIZONTAL
HP	HORSEPOWER
HR.	HOUR
HT.	HEIGHT
HVAC	HEATING, VENTILATION & AIR COND
H.W.L.	HIGH WATER LEVEL
HWY	HIGHWAY
HYDR.	HYDRAULIC

J	
J.B.	JUNCTION BOX
JT	JOINT

L	
LAB	LABORATORY
LAT.	LATERAL
LAV.	LAVATORY
LB.	POUND
L.F.	LINEAR FEET
LP.	LIGHT POLE
L.S.	LIFT STATION
LT.	LEFT
LVR.	LOUVER
L.W.L.	LOW WATER LEVEL

M	
MATL.	MATERIAL
MAX.	MAXIMUM
M.B.	MACHINE BOLT
MCC	MOTOR CONTROL CENTER
M.E.	MITERED END
MECH.	MECHANICAL
MFR.	MANUFACTURER
MGD	MILLION GALLONS PER DAY
M.H.	MANHOLE
MIN.	MINIMUM
MISC.	MISCELLANEOUS
M.J.	MECHANICAL JOINT
MOD.	MODIFY/MODIFIED
MON.	MONUMENT
M.W.	MANWAY
M.W.L.	MEAN WATER LEVEL
M.G.	MILLION GALLON
MTD.	MOUNT

N	
N	NORTH
N/A	NOT APPLICABLE
N & C	NAIL AND CAP
N.C.	NORMALLY CLOSED
NE	NORTHEAST
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO.	NUMBER
N.O.	NORMALLY OPEN
NOM.	NOMINAL
NPT	NATIONAL PIPE THREAD
NPW	NON-POTABLE WATER
N.R.S.	NON-RISING STEM
N.S.	NEAR SIDE
N.T.S.	NOT TO SCALE
NW	NORTHWEST
NY.	NYLON TUBING

O	
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
O.D.P.	OPEN DRIP PROOF
O/E	OR EQUAL
O.F.	OUTSIDE FACE
O.H.	OVERHEAD
OPP.	OPPOSITE
OPT.	OPTIONAL
O.S.Y.	OUTSIDE SCREW AND YOKE

P	
PAVT	PAVEMENT
PC	POINT OF CURVATURE
P.C.M.	PERMANENT CONTROL MONUMENT
PE	POLYETHYLENE
P.E.	PLAIN END
P.E.J.M.	PREMOLDED EXPANSION JOINT MATERIAL
PEP	POLYETHYLENE PIPE
PF	POLYMER FEED
P.G.	PRESSURE GAUGE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PL.	PLATE
PLAS.	PLASTIC/PLASTER
POLY.	POLYETHYLENE-LINED DUCTILE IRON
POB	POINT OF BEGINNING
P.O.J.	PUSH ON JOINT
P.P.	POWER POLE
P.P.	POUNDS PER DAY
PPD	POLYPROPYLENE
PP	PARTS PER MILLION
PPM	PRESSURE
PROP.	PROPOSED
PRT	PRESSURED TREATED
P.R.V.	PRESSURE REDUCING VALVE
P.S.	PUMP STATION
P.S.F.	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH GAUGE
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PT	POINT OF TANGENCY
P.V.	PLUG VALVE
PVC	POLYVINYL CHLORIDE - PIPE
PLANGE	PLANGE
PW	POTABLE WATER
PWL	PEAK WATER LEVEL
PWR	POWER

Q	
Q	FLOW RATE

R	
R	RADIUS
RAS	RETURN ACTIVATED SLUDGE
RBR.	RUBBER HOSE
R.C.	REINFORCED CONCRETE
R.C. BOX	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
RCPA	REINFORCED CONCRETE PIPE ARCH
RD.	ROAD
R.DRN.	ROOF DRAIN

R	
RED.	REDUCER
REBAR	REINFORCING STEEL
REF.	REFERENCE
REINF.	REINFORCE/REINFORCED
RPMD	REINFORCED PLASTIC MORTAR PIPE
REM	REMOVE/REMOVABLE
REQD.	REQUIRED
R.DRN	ROOF DRAIN
RIV.	RIVETED
R.J.	RESTRAINED JOINT
RM.	ROOM
RND.	ROUND
RPM	REVOLUTIONS PER MINUTE
RAILROAD	RAILROAD
R.R.	RESILIENT SEAT (VALVE)
R.S.	RIGHT
RT.	RIGHT
R.V.	RELIEF VALVE
R/W	RIGHT OF WAY
R.W.L.	RAW WATER LINE

S	
S	SOUTH
SAN	SANITARY SEWER
SC	SCUM
INT.	INTERSECTION
INV	INVERT
SAN.	SANITARY
SCHED.	SCHEDULE
SE	SOUTHEAST
SE	SECONDARY EFFLUENT
SER	SECONDARY EFFLUENT RETURN
SECT	SECTION
SF	SQUARE FOOT
SGL	SINGLE
SHLD.	SHOULDER
SHT.	SHEET/SHEETING
SIG.	SIGNAL
SIM.	SIMILAR
SLV.	SLEEVE
S.M.	SHEET METAL
SOF	SOFFIT
SOL	SOLUTION
SOL.V.	SOLENOID VALVE
SP	SPACE
SPCG.	SPACING
SPEC.	SPECIFICATION
SPRT.	SUPPORT
SQ	SQUARE
S.S.	SANITARY SEWER
S.STL.	STAINLESS STEEL
ST.	STREET
STA.	STATION
STD.	STANDARD
STK.	STAKE
STL.	STEEL
STL.P	STEEL PIPE
STR.	STRAIGHT
STRUCT.	STRUCTURAL
ST.S.	STORM SEWER
SURF.	SURFACE
SVC.	SERVICE
SW	SOUTHWEST
SYM.	SYMMETRICAL

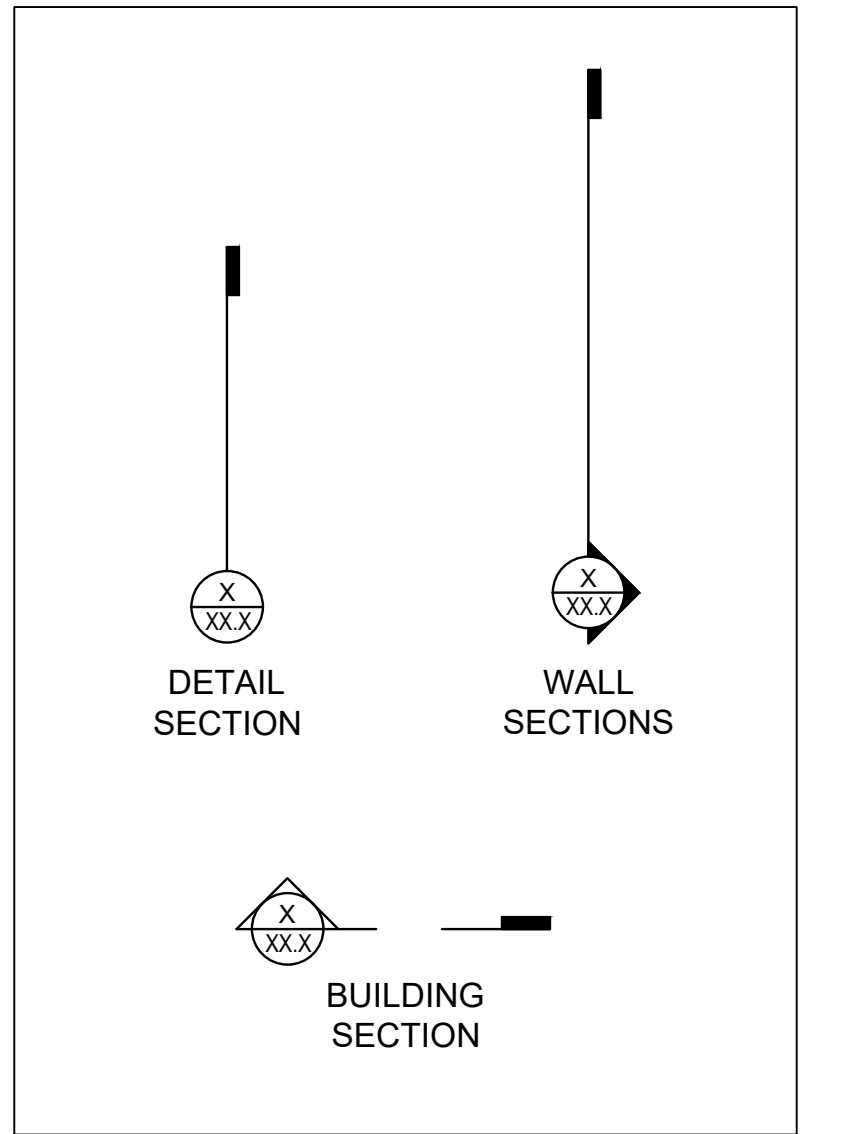
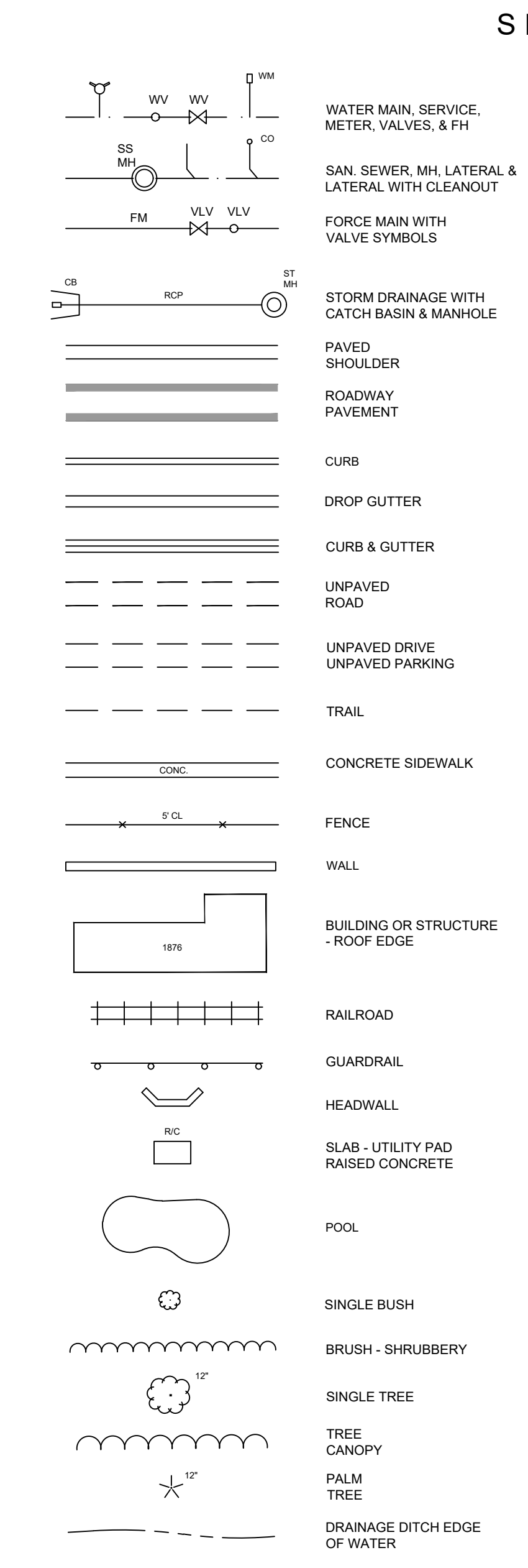
T	
TAN.	TANGENT
T & B	TOP & BOTTOM
T/B	TOP OF BEAM
T.B.M.	TEMPORARY BENCH MARK
T.E.	TOTALLY ENCLOSED
T.E.F.C.	TOTALLY ENCLOSED, FAN COOLED
TEL.	TELEPHONE
TEMP.	TEMPORARY/TEMPERATURE
T.E.N.V.	TOTALLY ENCLOSED, NON-VENTILATED
THD.	THREAD/THREADED
THK.	THICK
TN.O.	TURNOUT
T.O.	TOP OF
T.O.B.	TOP OF BANK
T.O.C.	TOP OF CURB
T.O.S.	TOP OF SLAB
TOT.	TOTAL
T/P	TOP OF PIPE
T.P.	TELEPHONE POLE
TR.	TREAD OF STAIR
T.R.A.	TIE ROD ASSEMBLY
TRANS.	TRANSFER
T.S.	TUBE STEEL
T.V.	TELEVISION
TYP.	TYPICAL

U	
U.D.	UNDERDRAIN
U.G.	UNDERGROUND
U.G.P.	UNDERGROUND POWER
ULT.	ULTIMATE
U.O.N.	UNLESS OTHERWISE NOTED
U.P.	UTILITY POLE
U.T.C.	UNDERGROUND TELEPHONE CABLE
UTIL.	UTILITY
UN.	UNION

V	
VAC.	VACUUM
VAR.	VARIES
VB	VALVE BOX
V.C.	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VEL.	VELOCITY
VERT.	VERTICAL
VFD	VARIABLE FREQUENCY DRIVE
VFC	VERTICAL POINT OF CURVATURE
VOL.	VOLUME
VTR	VENT THROUGH ROOF

W	
W	WEST
W/	WITH (COMBINED FORM)
WAS	WASTE ACTIVATED SLUDGE
W.C.	WATER CLOSET (TOILET)
W.C.O.	WALL CLEANOUT
W.F.	WIDE FLANGE
W.G.	WATER GAUGE
W.H.C.	WELDED HALF COUPLING
W.L.	WATER LINE
WM	WATER MAIN
W/O	WITHOUT
W.P.	WATER PROOF
WP-1	WEATHER PROTECTED-1
W.S.	WATER SURFACE
W.S.EL.	WATER SURFACE ELEVATION
WSP	WELDED STEEL PIPE
WT.	WEIGHT
WTP	WATER TREATMENT PLANT
W.W.F.	WELDED WIRE FABRIC
W.W.M.	WELDED WIRE MESH
WWTP	

Y	
YD(S)	YARD(S)
YH	YARD HYDRANT
YR.	YEAR



SITE PLANS LEGEND

	WATER MAIN, SERVICE, METER, VALVES, & FH
	SAN, SEWER, MH, LATERAL & LATERAL WITH CLEANOUT
	FORCE MAIN WITH VALVE SYMBOLS
	STORM DRAINAGE WITH CATCH BASIN & MANHOLE
	PAVED SHOULDER
	ROADWAY PAVEMENT
	CURB
	DROP GUTTER
	CURB & GUTTER
	UNPAVED ROAD
	UNPAVED DRIVE
	UNPAVED PARKING
	TRAIL
	CONCRETE SIDEWALK
	FENCE
	WALL
	BUILDING OR STRUCTURE - ROOF EDGE
	RAILROAD
	GUARDRAIL
	HEADWALL
	SLAB - UTILITY PAD
	RAISED CONCRETE
	POOL
	SINGLE BUSH
	BRUSH - SHRUBBERY
	SINGLE TREE
	PALM TREE
	DRAINAGE DITCH EDGE OF WATER
	STEEL COVER
	MANHOLE - ELECTRIC
	MANHOLE - TELEPHONE
	MANHOLE - NO IDENTIFICATION
	MANHOLE - STORM SEWER
	MANHOLE - SANITARY SEWER
	UTILITY POLE
	SUPPORT POLE
	LIGHT POLE
	TRAFFIC LIGHT
	SUPPORT POLE
	LIGHT POST
	STREET LIGHT METER
	TRAFFIC SIGNAL METER
	ELECTRICAL SERVICE HANDHOLE
	ELECTRICAL TRANSFORMER
	ELECTRICAL VAULT
	ELECTRICAL METER
	TRAFFIC CONTROL BOX
	ELECTRICAL RISER
	ELECTRIC GATE
	AIR CONDITIONER
	GROUND LIGHT
	SIGN
	POST

PIPING LEGEND

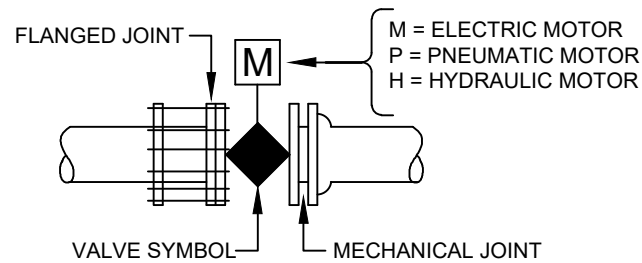
NOTE:
ALL MECHANICAL JOINT PIPING IN THIS PROJECT SHALL BE
INSTALLED WITH "MEGA-LUG" TYPE JOINT RESTRAINT AT
ALL PIPE JOINTS AND FITTINGS.

	FLANGED
	EXISTING PIPE
	MECHANICAL JOINT
	PROPOSED PIPE
	FLANGED JOINT
	MECHANICAL JOINT
	WELDED JOINT
	GROOVED END JOINT
	BELL & SPIGOT JOINT
	HUB & SPIGOT JOINT (RUBBER GASKET)
	BALL JOINT
	FLANGED ADAPTER COUPLING
	GROOVED ADAPTER FLANGE
	DRESSER COUPLING
	DRESSER COUPLING WITH THRUST TIES
	ELBOW UP (FLANGED)
	ELBOW DOWN (FLANGED)
	TEE UP (FLANGED)
	TEE DOWN (FLANGED)
	45° BEND UP (FLANGED)
	45° BEND DOWN (FLANGED)
	CONCENTRIC REDUCER (FLANGED)
	ECCENTRIC REDUCER (FLANGED)
	UNION

VALVE SYMBOLS

EXISTING	PROPOSED

FCV = FLOW CONTROL
PRV = PRESSURE REDUCING
PSV = PRESSURE SUSTAINING



Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA**

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS



KEY MAP

THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS. ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE A BASIS FOR ADDITIONAL COSTS UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS WORK.

	UTILITY INFORMATION PROVIDED TO OR COLLECTED BY MEAD & HUNT DURING DESIGN									
UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	PRELIMINARY PLANS PROVIDED TO UTILITY (DATE)	INFORMATION QUALITY LEVEL AND DATE RECEIVED				FINAL PLANS PROVIDED TO UTILITY (DATE)
						LEVEL A/4	LEVEL B/3	LEVEL C/2	LEVEL D/1	
WATER	CITY OF PORT ORANGE	JUNOS REED	(386) 506-5662	jureed@port-orange.org	02/12/20					
WASTEWATER	CITY OF PORT ORANGE	JUNOS REED	(386) 506-5662	jureed@port-orange.org	02/12/20					
ELECTRIC DISTRIBUTION	FPL	NICHOLAS MINNO	(386)322-3418	Nicholas.Minno@fpl.com	02/12/20					06/30/20
ELECTRIC TRANSMISSION	FPL	RALPH DIAZ	(561)904-3617	Ralph.Diaz@fpl.com	02/12/20					02/17/20
PHONE	AT&T FLORIDA	KIRBY SPENCER	(386) 257-7930	KS2488@att.com	02/12/20					
TV CABLE	SPECTRUM / BH NETWORKS	RICHARD STRADER	(386) 872-6953	Richard.Strader@charter.com	02/12/20					06/24/20
GAS	TECO GAS	BRUCE A. STOUT	(904) 545-8958	bstout@tecoenergy.com	02/12/20					06/25/20
SIGNALIZATION	N/A									
F.O. CABLE	CENTURY LINK	XAN MARIE RYPKEMA	(720) 888-1089	nationalrelo@centurylink.com	02/12/20					06/25/20

SURVEYOR ABBREVIATIONS AND LEGENDS

W/ WITH	TC TOP COVER	CONC CONCRETE	ILLEG. ILLEGIBLE	RES RESIDENCE	IRC IRON ROD & CAP	● IRON ROD WITH CAP	□ ELECTRIC BOX	CP CAMPHOR TREE	SB SUGARBERRY TREE
CM CONCRETE MONUMENT	WV WATER VALVE	D CENTRAL ANGLE	INV INVERT	—FC— BURIED FIBER OPTIC CABLE	IPC IRON PIPE & CAP	● BURIED TELEPHONE LINE	□ CABLE TELEVISION BOX	MP MAPLE TREE	CD CEDAR TREE
TGB TOP OF BANK	TGB TOP OF BANK	R RADIUS	INV INVERT	—T— BURIED TELEPHONE LINE	UES WATERED END SECTION	● BURIED WATER LINE	□ MAIL BOX	SYC SYCAMORE TREE	EM ELM TREE
TOE TOE OF SLOPE	PH FIRE HYDRANT	L ARC LENGTH	SEC SECTION	—E— BURIED ELECTRIC LINE	OMP CORRUGATED METAL PIPE	● BURIED GAS LINE	□ LIGHT POLE	OK OAK TREE	CIT CITRUS TREE
CLS CENTERLINE OF SWALE	WM WATER METER	OB CHORD BEARING	TWP TOWNSHIP	—G— BURIED GAS LINE	MH MANHOLE	● BURIED TELEVISION LINE	□ UTILITY POLE	SG SWEET GUM TREE	PN PINE TREE
STA STATION	UP LIGHT POLE	CH CHORD DISTANCE	RGE RANGE	—FM— BURIED FORCE MAIN	MB MAP BOOK	● PERMANENT REFERENCE MONUMENT	□ GUY ANCHOR	HK HICKORY TREE	PM PALM TREE
CO CLEANTOUT	GA GUY ANCHOR	FP&L CO FLORIDA POWER & LIGHT COMPANY	R/W RIGHT OF WAY	—FM— BURIED FORCE MAIN	IP IRON PIPE	● PERMANENT REFERENCE MONUMENT	□ CLEAN OUT	CB CHINABERRY TREE	HY HOLLY
SAN SANITARY	OPP CORRUGATED PLASTIC PIPE	NGVD NATIONAL GEODETTIC VERTICAL DATUM	EL ELEVATION	—FM— BURIED FORCE MAIN	ORB OFFICIAL RECORDS BOOK	● PERMANENT REFERENCE MONUMENT	□ TREE		
ES ELECTRIC SERVICE	DIP DUCTILE IRON PIPE	USC & GS UNITED STATES COAST AND GEODETIC SURVEY	(NR) NON RADIAL	—FM— BURIED FORCE MAIN	PG PAGE	● PERMANENT REFERENCE MONUMENT	□ EXISTING ELEVATION		
HOPE HIGH DENSITY POLYETHYLENE PIPE	PVC POLYVINYL CHLORIDE	N&D NAD	(R) RADIAL	—FM— BURIED FORCE MAIN	ID IDENTIFICATION	● PERMANENT REFERENCE MONUMENT	□ TELEPHONE MANHOLE		
VCP VITREOUS CLAY PIPE	DW DRIVEWAY	€ CENTERLINE	(C) CALCULATED DIMENSION	—FM— BURIED FORCE MAIN	FDOT FLORIDA DEPARTMENT OF TRANSPORTATION	● PERMANENT REFERENCE MONUMENT	□ SANITARY MANHOLE		
CV CHECK VALVE				—FM— BURIED FORCE MAIN	REC RECOVERED	● PERMANENT REFERENCE MONUMENT	□ STORM MANHOLE		

LEGEND	
● IRON ROD WITH CAP	● IRON ROD WITH CAP
● IRON PIPE WITH CAP	● IRON PIPE WITH CAP
● IRON PIPE	● IRON PIPE
● FD "X" CUT IN CONCRETE	● FD "X" CUT IN CONCRETE
● CONCRETE MONUMENT	● CONCRETE MONUMENT
● PERMANENT REFERENCE MONUMENT	● PERMANENT REFERENCE MONUMENT
● PERMANENT CONTROL POINT	● PERMANENT CONTROL POINT
● AERIAL UTILITY LINE	● AERIAL UTILITY LINE
● PLATED DIMENSION	● PLATED DIMENSION
● DEEDED DIMENSION	● DEEDED DIMENSION
● MEASURED DIMENSION	● MEASURED DIMENSION
● CALCULATED DIMENSION	● CALCULATED DIMENSION
● IDENTIFICATION (TYP) TYPICAL	● IDENTIFICATION (TYP) TYPICAL
● NAD AND DISK REUSE VALVE	● NAD AND DISK REUSE VALVE
● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION	● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
● REC RECOVERED	● REC RECOVERED

● IRON ROD WITH CAP	● IRON ROD WITH CAP
● IRON PIPE WITH CAP	● IRON PIPE WITH CAP
● IRON PIPE	● IRON PIPE
● FD "X" CUT IN CONCRETE	● FD "X" CUT IN CONCRETE
● CONCRETE MONUMENT	● CONCRETE MONUMENT
● PERMANENT REFERENCE MONUMENT	● PERMANENT REFERENCE MONUMENT
● PERMANENT CONTROL POINT	● PERMANENT CONTROL POINT
● AERIAL UTILITY LINE	● AERIAL UTILITY LINE
● PLATED DIMENSION	● PLATED DIMENSION
● DEEDED DIMENSION	● DEEDED DIMENSION
● MEASURED DIMENSION	● MEASURED DIMENSION
● CALCULATED DIMENSION	● CALCULATED DIMENSION
● IDENTIFICATION (TYP) TYPICAL	● IDENTIFICATION (TYP) TYPICAL
● NAD AND DISK REUSE VALVE	● NAD AND DISK REUSE VALVE
● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION	● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
● REC RECOVERED	● REC RECOVERED

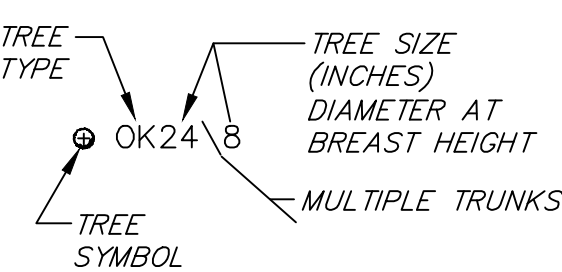
● IRON ROD WITH CAP	● IRON ROD WITH CAP
● IRON PIPE WITH CAP	● IRON PIPE WITH CAP
● IRON PIPE	● IRON PIPE
● FD "X" CUT IN CONCRETE	● FD "X" CUT IN CONCRETE
● CONCRETE MONUMENT	● CONCRETE MONUMENT
● PERMANENT REFERENCE MONUMENT	● PERMANENT REFERENCE MONUMENT
● PERMANENT CONTROL POINT	● PERMANENT CONTROL POINT
● AERIAL UTILITY LINE	● AERIAL UTILITY LINE
● PLATED DIMENSION	● PLATED DIMENSION
● DEEDED DIMENSION	● DEEDED DIMENSION
● MEASURED DIMENSION	● MEASURED DIMENSION
● CALCULATED DIMENSION	● CALCULATED DIMENSION
● IDENTIFICATION (TYP) TYPICAL	● IDENTIFICATION (TYP) TYPICAL
● NAD AND DISK REUSE VALVE	● NAD AND DISK REUSE VALVE
● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION	● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
● REC RECOVERED	● REC RECOVERED

● IRON ROD WITH CAP	● IRON ROD WITH CAP
● IRON PIPE WITH CAP	● IRON PIPE WITH CAP
● IRON PIPE	● IRON PIPE
● FD "X" CUT IN CONCRETE	● FD "X" CUT IN CONCRETE
● CONCRETE MONUMENT	● CONCRETE MONUMENT
● PERMANENT REFERENCE MONUMENT	● PERMANENT REFERENCE MONUMENT
● PERMANENT CONTROL POINT	● PERMANENT CONTROL POINT
● AERIAL UTILITY LINE	● AERIAL UTILITY LINE
● PLATED DIMENSION	● PLATED DIMENSION
● DEEDED DIMENSION	● DEEDED DIMENSION
● MEASURED DIMENSION	● MEASURED DIMENSION
● CALCULATED DIMENSION	● CALCULATED DIMENSION
● IDENTIFICATION (TYP) TYPICAL	● IDENTIFICATION (TYP) TYPICAL
● NAD AND DISK REUSE VALVE	● NAD AND DISK REUSE VALVE
● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION	● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
● REC RECOVERED	● REC RECOVERED

● IRON ROD WITH CAP	● IRON ROD WITH CAP
● IRON PIPE WITH CAP	● IRON PIPE WITH CAP
● IRON PIPE	● IRON PIPE
● FD "X" CUT IN CONCRETE	● FD "X" CUT IN CONCRETE
● CONCRETE MONUMENT	● CONCRETE MONUMENT
● PERMANENT REFERENCE MONUMENT	● PERMANENT REFERENCE MONUMENT
● PERMANENT CONTROL POINT	● PERMANENT CONTROL POINT
● AERIAL UTILITY LINE	● AERIAL UTILITY LINE
● PLATED DIMENSION	● PLATED DIMENSION
● DEEDED DIMENSION	● DEEDED DIMENSION
● MEASURED DIMENSION	● MEASURED DIMENSION
● CALCULATED DIMENSION	● CALCULATED DIMENSION
● IDENTIFICATION (TYP) TYPICAL	● IDENTIFICATION (TYP) TYPICAL
● NAD AND DISK REUSE VALVE	● NAD AND DISK REUSE VALVE
● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION	● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
● REC RECOVERED	● REC RECOVERED

● IRON ROD WITH CAP	● IRON ROD WITH CAP
● IRON PIPE WITH CAP	● IRON PIPE WITH CAP
● IRON PIPE	● IRON PIPE
● FD "X" CUT IN CONCRETE	● FD "X" CUT IN CONCRETE
● CONCRETE MONUMENT	● CONCRETE MONUMENT
● PERMANENT REFERENCE MONUMENT	● PERMANENT REFERENCE MONUMENT
● PERMANENT CONTROL POINT	● PERMANENT CONTROL POINT
● AERIAL UTILITY LINE	● AERIAL UTILITY LINE
● PLATED DIMENSION	● PLATED DIMENSION
● DEEDED DIMENSION	● DEEDED DIMENSION
● MEASURED DIMENSION	● MEASURED DIMENSION
● CALCULATED DIMENSION	● CALCULATED DIMENSION
● IDENTIFICATION (TYP) TYPICAL	● IDENTIFICATION (TYP) TYPICAL
● NAD AND DISK REUSE VALVE	● NAD AND DISK REUSE VALVE
● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION	● FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
● REC RECOVERED	● REC RECOVERED

ADDITIONAL ABBREVIATIONS—TREE LEGEND



GENERAL PROJECT REQUIREMENTS

- UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
- THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY UPON ANY CONFLICTS DURING CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO, AND REPLACEMENT OF, EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER AND CITY.
- THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY THAT IS IN THE VICINITY, OR IS IN ANY WAY AFFECTED BY THE WORK, THE REMOVAL OF OR DESTRUCTION OF PROPERTY WHICH IS NOT CALLED FOR BY THE PLANS, SHALL BE IMMEDIATELY RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL PROVIDE FORTY- EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO BEGINNING 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 THE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC, AND INCONVENIENCE TO THE GENERAL PUBLIC AND/OR THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD SHALL BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITIES.
- THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EFFECTIVE DRAINAGE AND EROSION CONTROL DURING CONSTRUCTION AND RESTORATION. TEMPORARY PROVISIONS SHALL BE MADE TO INSURE THE PROPER FUNCTIONING OF ALL SWALES, SEWER INLETS AND DRAINAGE DITCHES.
- RIGHT-OF-WAY RESTORATION IS TO BE CONDUCTED CONCURRENTLY WITH CONSTRUCTION AS DIRECTED BY THE ENGINEERS. THE ENGINEER SHALL HAVE AUTHORITY TO SUSPEND CONSTRUCTION WORK WHEN RESTORATION IS NOT BEING ADEQUATELY PERFORMED ACCORDING TO THE CONTRACT DOCUMENTS OR BEST MANAGEMENT PRACTICES (BMP). ALL DISTURBED AREAS ARE TO BE RESTORED TO PRE-CONSTRUCTION OR BETTER CONDITION. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED TO MATCH EXISTING SPECIES AND VARIETY OF GRASS. PIPE INSTALLATION UNIT PRICE SHALL INCLUDE RESTORATION AND SODDING. NO SEEDING SHALL BE PERMITTED.
- THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "U.S. DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "DESIGN STANDARDS" AND "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION).
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND AT THE CONTRACTOR'S EXPENSE TO PROVIDE THE ENGINEER WITH "AS-BUILT" DRAWINGS OF FINISHED CONSTRUCTION AS A REQUIREMENT FOR FINAL PAYMENT. DRAWINGS SHALL CONTAIN SPECIFIC LOCATION OF ALL IMPROVEMENTS PER THE CONTRACT SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER APPLICATION OF THRUST RESTRAINT SYSTEM TO PREVENT MOVEMENT OF PRESSURIZED PIPE AND FITTINGS.
- NO FLANGED PIPE SHALL BE INSTALLED UNDERGROUND UNLESS SPECIFICALLY NOTED ON PLAN OR IN SPECIFICATIONS.
- PIPE BEDDING SHALL BE CLASS I SOIL COMPACTED IN 6" LAYERS TO A HEIGHT OF 18" ABOVE PIPE, 12" LAYERS ARE ACCEPTABLE FROM 18" ABOVE PIPE TO FINISH GRADE, COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY, (AASHTO-T-180) PIPE TO BE LAID ON A FIRM FOUNDATION.
- COMPACTION TEST TO BE TAKEN AT POINTS ONE (1) FOOT ABOVE PIPE AND ONE (1) FOOT VERTICAL INTERVALS TO FINISH GRADE

- AND AT HORIZONTAL SPACING OF THREE HUNDRED (300) FEET BY A CERTIFIED THIRD PARTY TESTING FIRM, ACCORDING TO THE TESTING REQUIREMENTS.
- ADEQUATE EXCAVATION, SHEETING, SHORING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
 - PROVISIONS FOR DEWATERING SHALL BE MADE TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING INSTALLED.
 - LENGTHS OF PIPE ARE APPROXIMATE ONLY AND EXACT LENGTHS ARE TO BE DETERMINED IN THE FIELD.
 - WATER PIPE TO BE N.S.F. APPROVED FOR POTABLE WATER USE.
 - WATER LINE TO BE HYDROSTATICALLY TESTED, FLUSHED AND BACTERIOLOGICALLY CLEARED IN ACCORDANCE WITH THE HEALTH DEPARTMENT REQUIREMENTS PRIOR TO PUTTING IN SERVICE. ADDITIONAL SAMPLE LOCATIONS MAY BE REQUIRED DEPENDING UPON CONTRACTORS SCHEDULE FOR TIE-INS AND METER CONNECTIONS TO NEWLY INSTALLED POTABLE MAIN.
 - PAVEMENT OVERLAY PRICING SHALL INCLUDE VALVE BOX AND MANHOLE ADJUSTMENT AND PAVEMENT RESTRIPING.
 - CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL LOCATES SHALL BE CONFIRMED THROUGH THE CITY'S REPRESENTATIVE.
 - IN AREAS WHERE PIPELINE INSTALLATION WILL DISTURB EXISTING SWALES, ELEVATIONS WILL BE REQUIRED AT 50 FT. INTERVALS AT LEAST 2 WEEKS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE SURVEYS WILL BE BY A FLORIDA, REGISTERED SURVEYOR AND ARE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
 - ACCESS FOR RESIDENTS, POSTAL SERVICE AND SOLID WASTE COLLECTORS SHALL BE CONTINUOUSLY PROVIDED, SECURED AND MAINTAINED DURING PROJECT.
 - IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED AND CONFIRMED BY THE ENGINEER, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH CLEAN FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
 - NO BURYING OF ANY ORGANIC MATERIALS IS PERMITTED.
 - ANY BURNING OF ANY MATERIALS ON-SITE MUST BE APPROVED AND PERMITTED BY THE FIRE MARSHALL. A PERMIT MUST BE OBTAINED ON A DAILY BASIS PRIOR TO THE DAY OF THE ANTICIPATED BURNING
 - ALL FILLING TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% PER AASHTO T-180 FOR PAVED AREAS AND 95% FOR UNPAVED AREAS.
 - SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
 - UPON COMPLETION OF EACH PORTION OF A PROJECT WITHIN A PHASE OF THE PROJECT, SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE.
 - ONCE AN AREA IS SODDED, IT MUST BE MAINTAINED AND PROTECTED TO ALLOW THE GRASS TO GROW.
 - CONTRACTOR SHALL BE REQUIRED TO COMPLETE UTILITY CONNECTIONS TO EXISTING FACILITIES THAT REQUIRE "SHUTDOWNS" DURING NIGHTTIME HOURS AFTER 11:00 P.M. AND TO COORDINATE SUCH WORK WITH THE CITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND PAYING ALL COST ASSOCIATED WITH TEMPORARY HOLDING OF UTILITY POLES. (EXISTING AND PROPOSED)
 - CONTRACTOR SHALL ALLOW FOR UP TO 3 WEEKS FOR REMOVAL OF EXISTING PRIVATE UTILITIES BY PRIVATE UTILITY COMPANIES AFTER THE ENTRANCE IS CLOSED TO TRAFFIC. CONTRACTOR SHALL COORDINATE THIS WORK.
 - WHEN CONSTRUCTION ACTIVITIES ENCROACH ON THE SIDEWALK FOR MORE THAN 60 MINUTES FDOT DESIGN STANDARDS INDEX NO 660 MUST BE PUT IN TO PLACE.
 - BEFORE STARTING, CONTRACTORS SHALL GIVE A 48 HOUR NOTICE TO ANY BUSINESS IN THE VICINITY OF THE CONSTRUCTION
 - SEWER SERVICE TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. LATERAL LOCATIONS SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR TO PHYSICALLY LOCATE ALL SEWER LATERALS PRIOR TO CONSTRUCTING A SECTION OF PIPE.
 - ALL CONCRETE SIDEWALK OR DRIVEWAY REMOVAL AND REPLACEMENT SHALL BE IN COMPLETE SECTIONS FROM JOINT TO JOINT

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

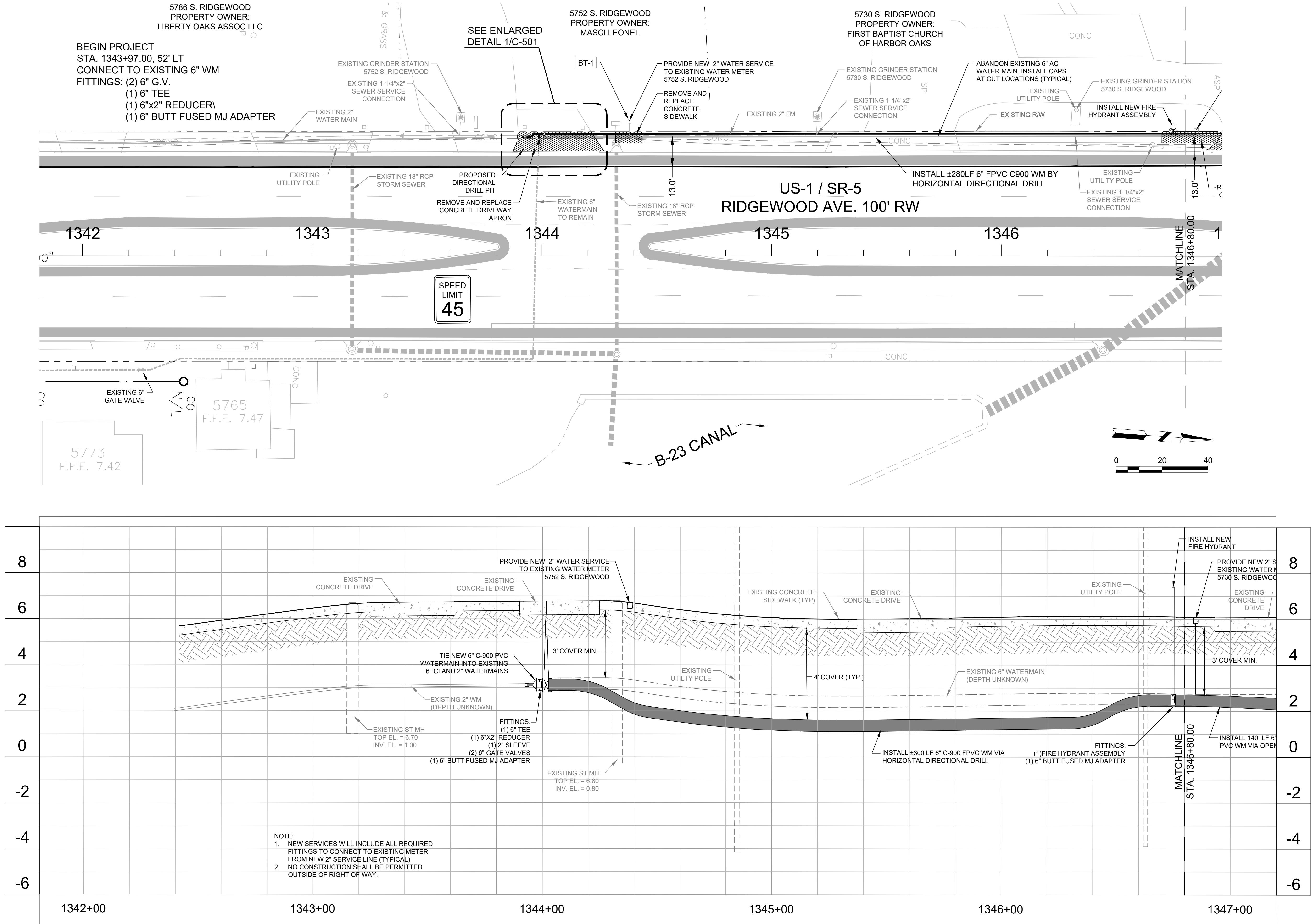
M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
KEY MAP & PROJECT NOTES

SHEET NO.

C-001

\\CORP-MEADHUNT.COM\SHARED\FOLDERS\ENTR\1000715\182458.01\TECH\CAD\DRAWINGS\1000715-182458.01 C-201 - C-208 PLAN & PROFILE.DWG
8/4/2020 11:39:27 AM



**Mead
& Hunt**

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA**

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

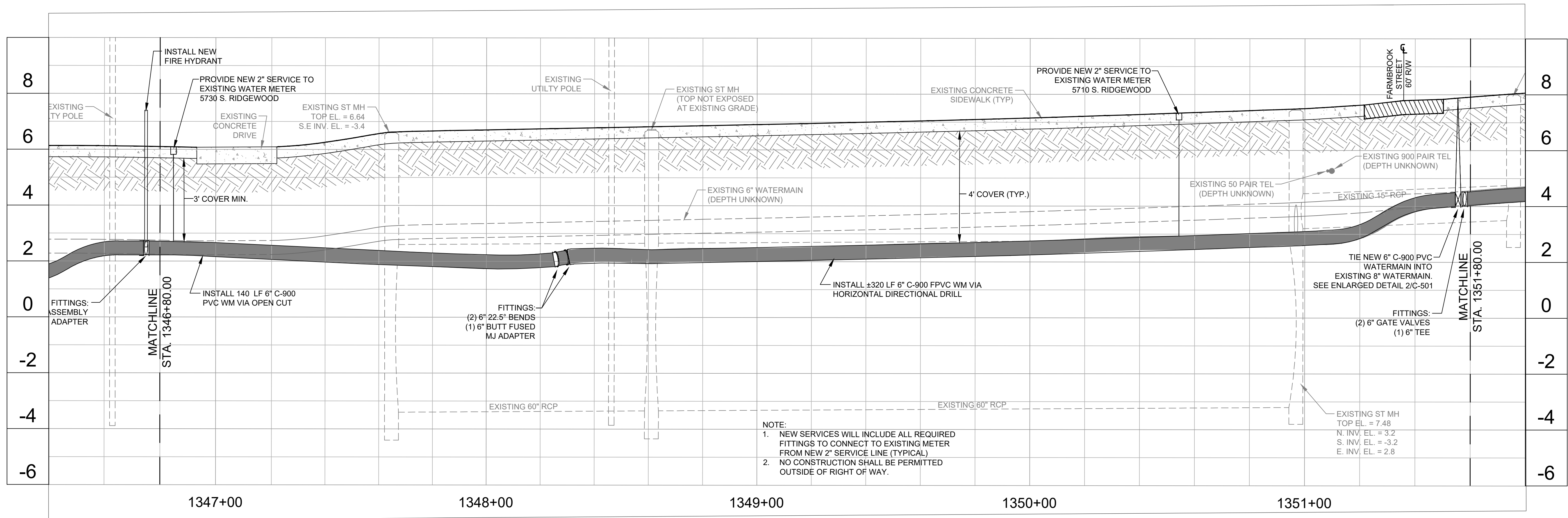
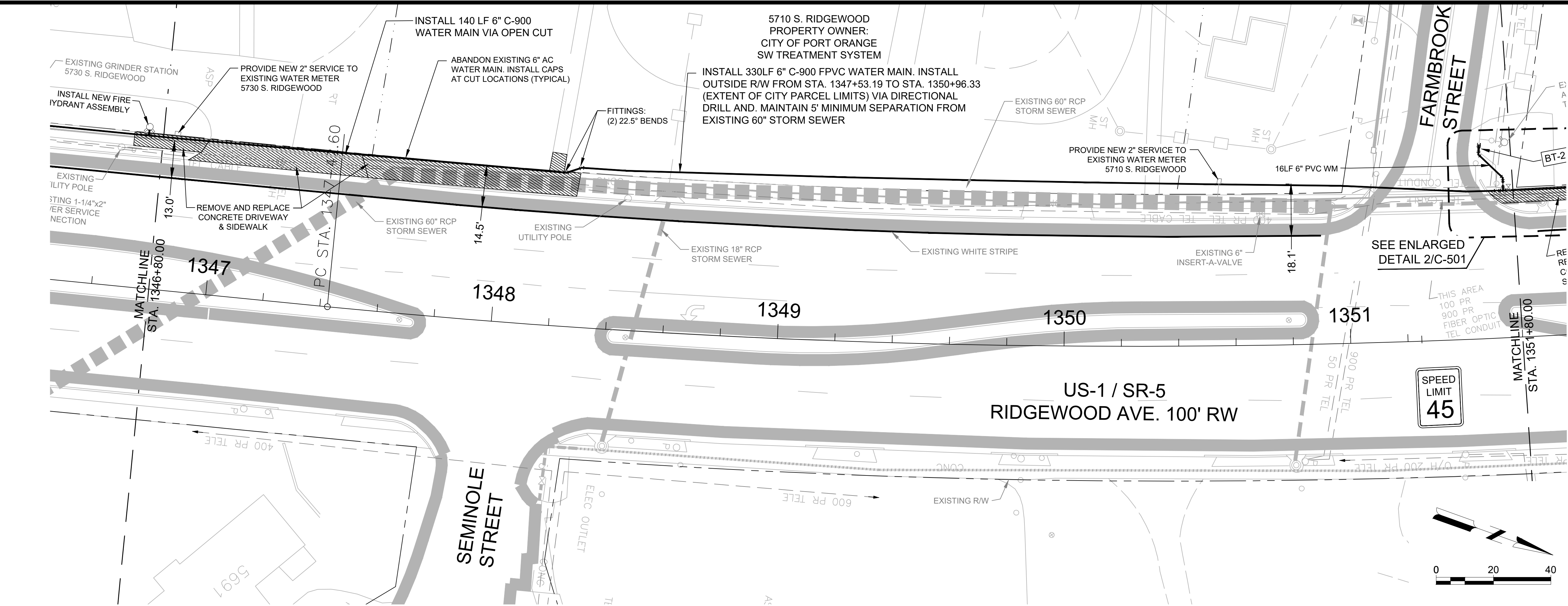
M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
PLAN & PROFILE
STA. 1342+00 -
STA. 1346+80

SHEET NO.

C-201

\\CORP-MEADHUNT.COM\SHARED\FOLDERS\ENTR\1000715\182458.01\TECH\CAD\DRAWINGS\1000715-182458.01-C-201 - C-208 PLAN & PROFILE.DWG
6/4/2020 11:39:31 AM



- NOTE:
1. NEW SERVICES WILL INCLUDE ALL REQUIRED FITTINGS TO CONNECT TO EXISTING METER FROM NEW 2" SERVICE LINE (TYPICAL)
 2. NO CONSTRUCTION SHALL BE PERMITTED OUTSIDE OF RIGHT OF WAY.

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA**

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

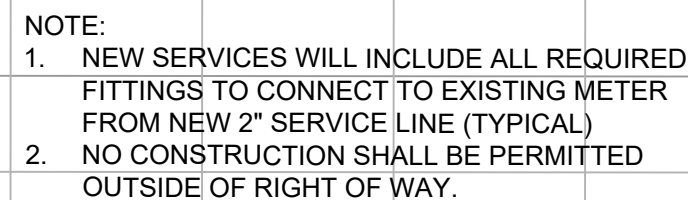
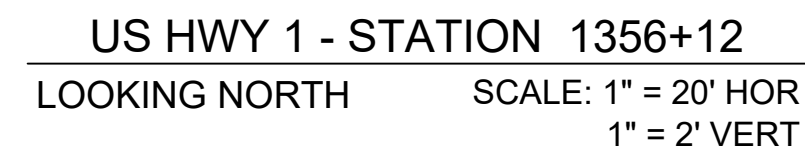
SHEET CONTENTS
PLAN & PROFILE
STA. 1346+80 -
STA. 1351+80

SHEET NO.

C-202

08/03/2020 BID SET PLANS

C-203



08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

SHEET CONTENTS

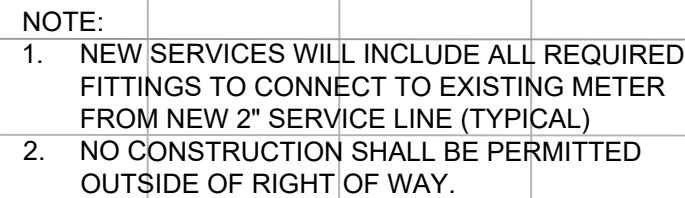
PLAN & PROFILE

STA.1356+80 -

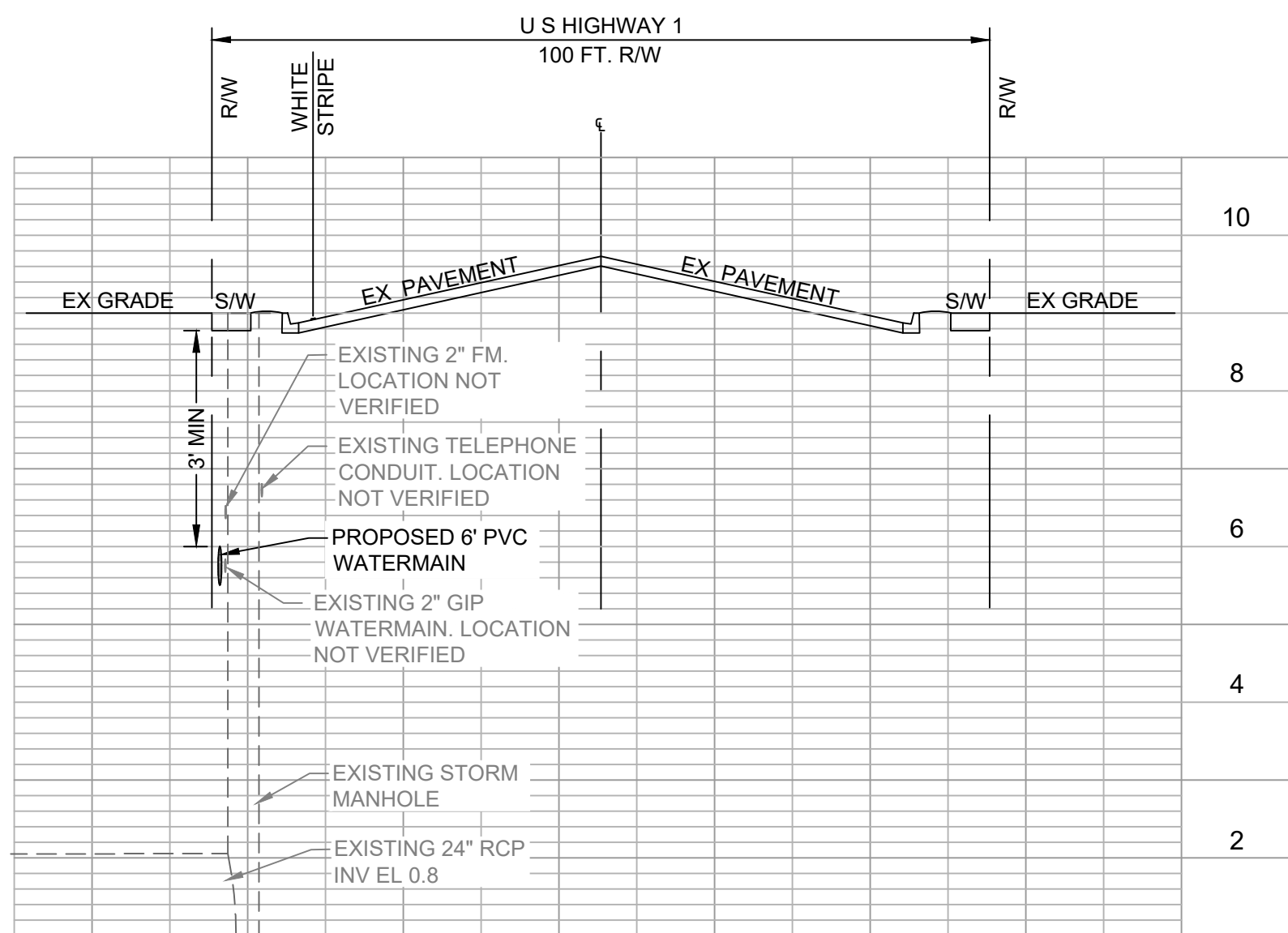
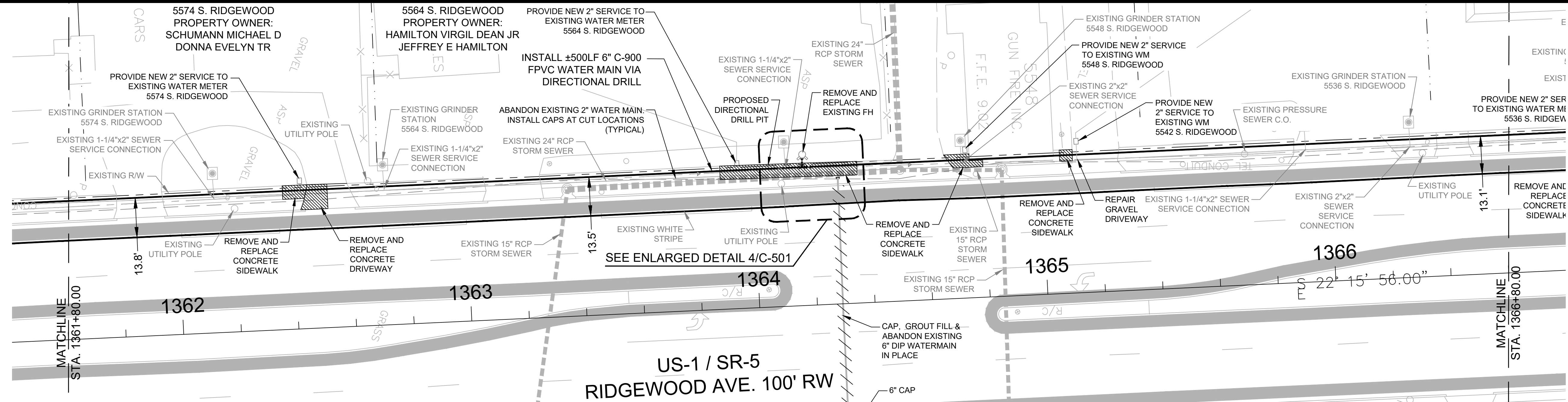
STA.1361+80

SHEET NO. _____

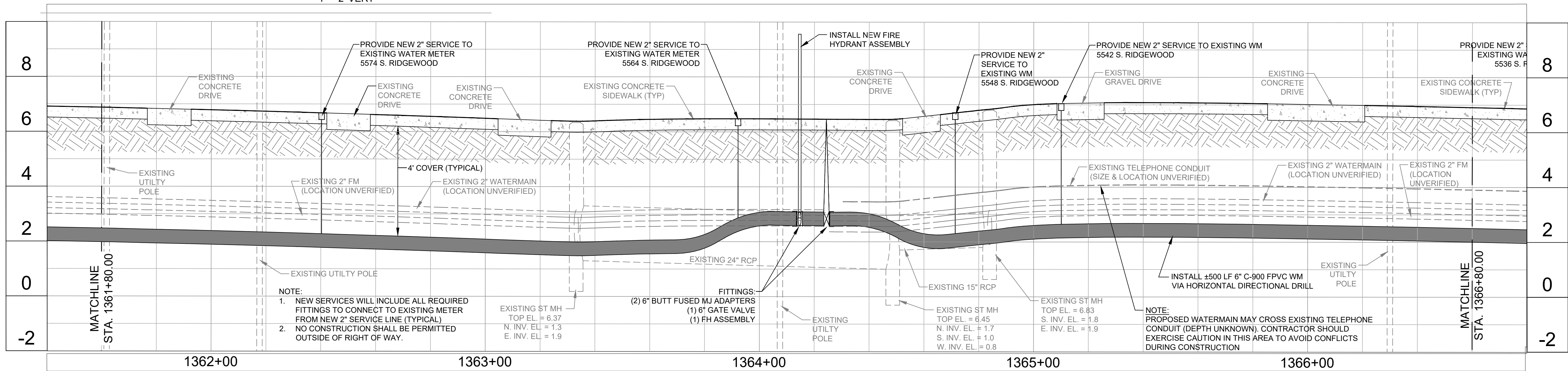
C-204



\\CORP-MEADHUNT.COM\SHARED\FOLDERS\ENTR\1000715\182458.01\TECH\CAD\DRAWINGS\1000715-182458.01 C-201 - C-208 PLAN & PROFILE.DWG
8/4/2020 11:39:53 AM



US HWY 1 - STATION 1364+51
LOOKING NORTH SCALE: 1" = 20' HOR
1" = 2' VERT



Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA**

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

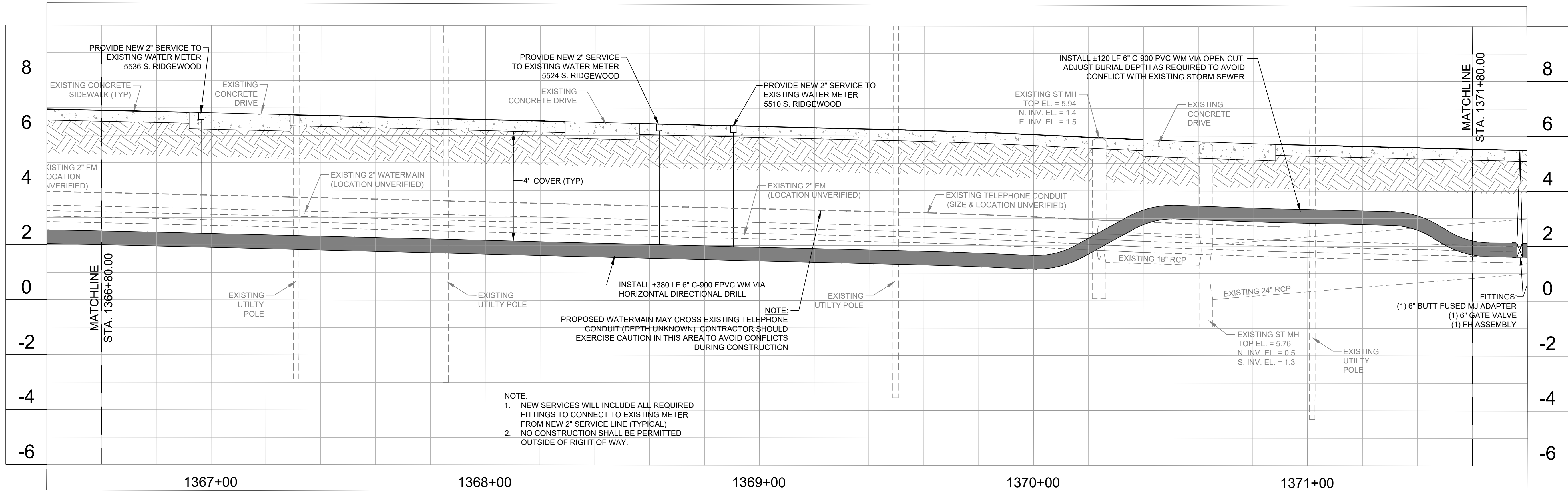
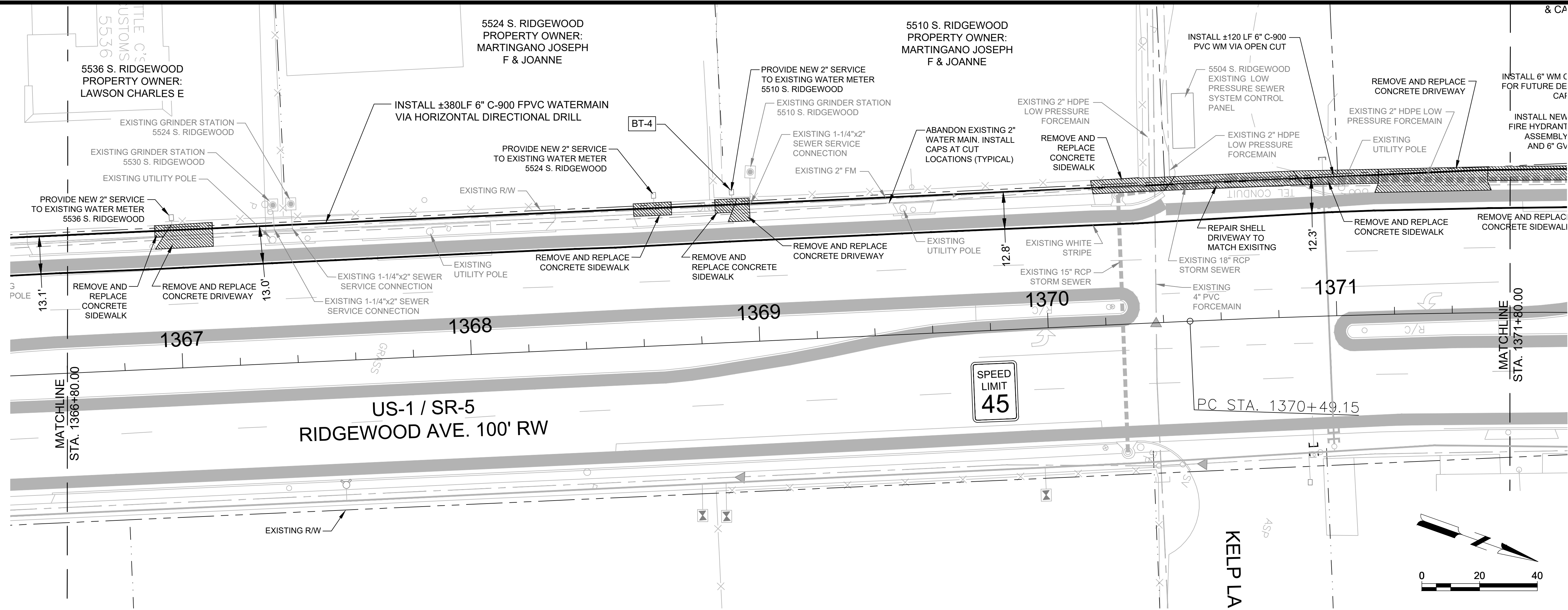
M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
PLAN & PROFILE
STA. 1361+80 -
STA. 1366+80

SHEET NO.

C-205

\\CORP-MEADHUNT.COM\SHARED\FOLDERS\ENTR\1000715\182458.01\TECH\CAD\DRAWINGS\1000715-182458.01-C-201 - C-206 PLAN & PROFILE.DWG
8/6/2020 11:40:03 AM



Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

CITY OF PORT ORANGE
1867
FLORIDA

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

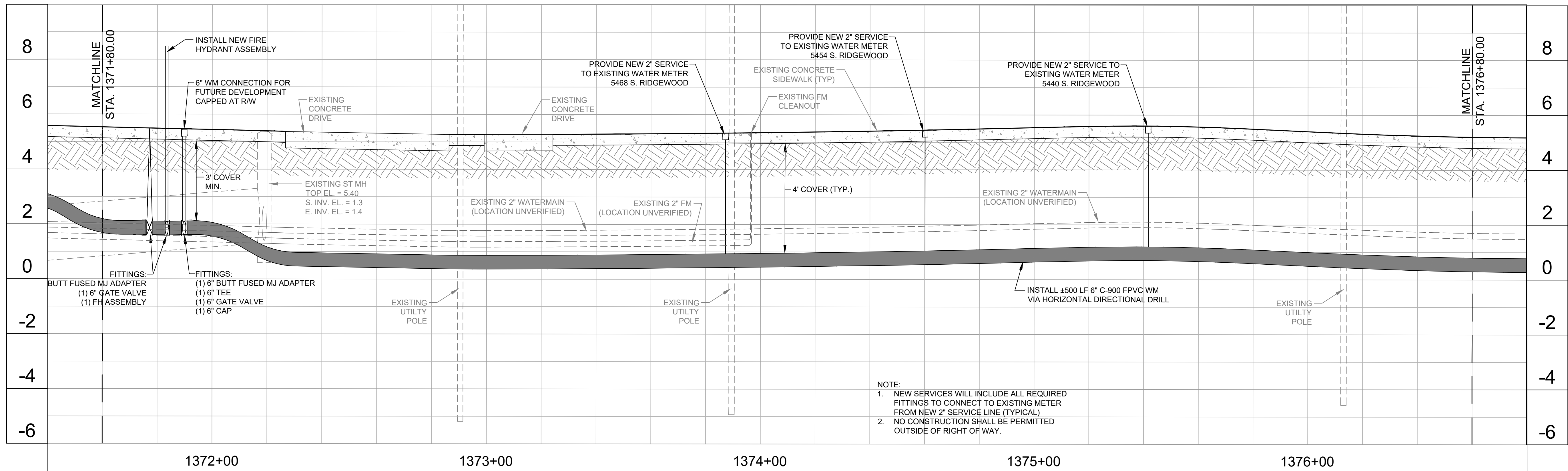
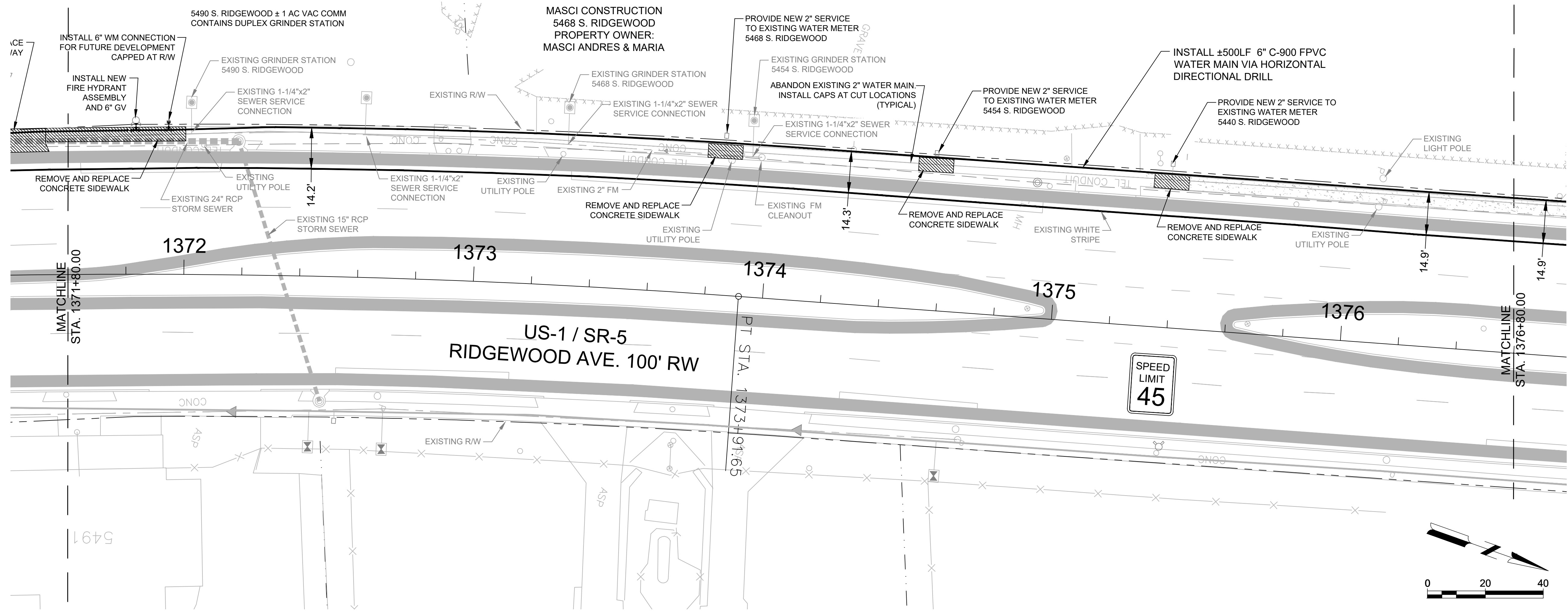
M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
PLAN & PROFILE
STA. 1366+80 -
STA. 1371+80

SHEET NO.

C-206

\\CORP-MEADHUNT.COM\SHARED\FOLDERS\ENTR\1000715\182458.01\TECH\CAD\DRAWINGS\1000715-182458.01-C-201 - C-208 PLAN & PROFILE.DWG
8/6/2020 11:40:11 AM



Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA**

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

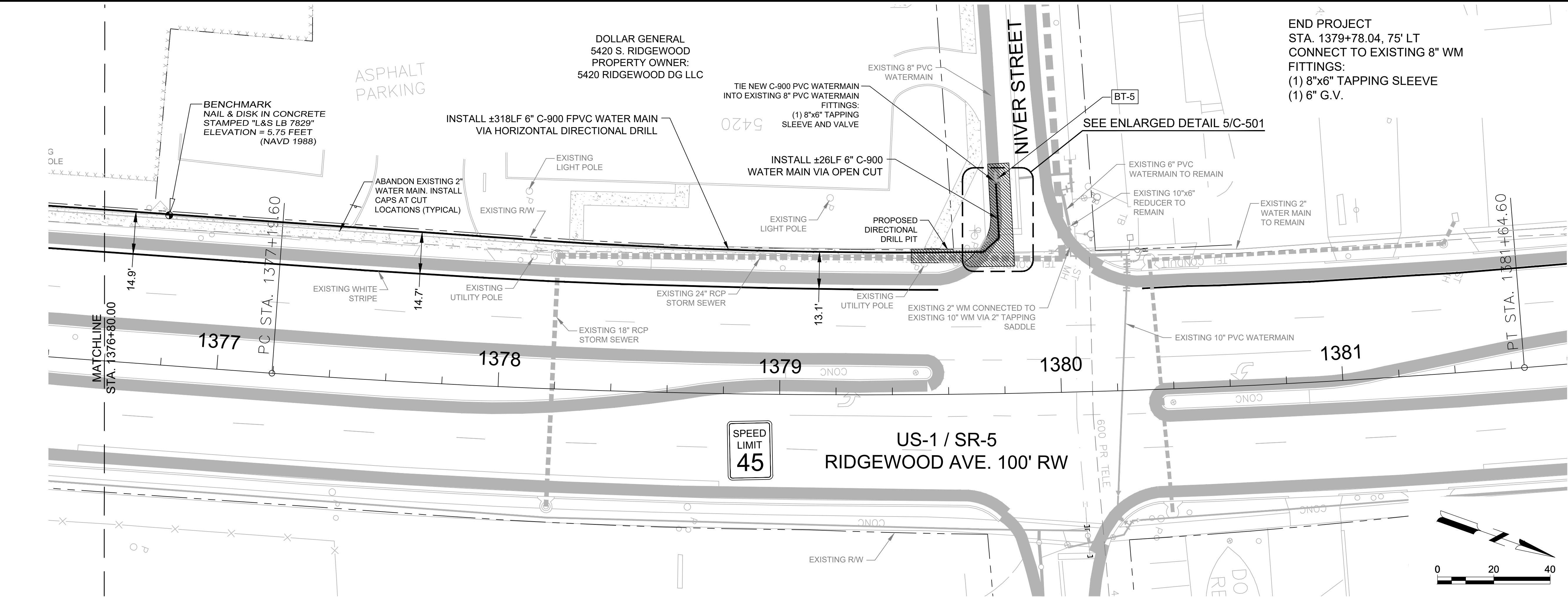
M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
PLAN & PROFILE
STA. 1371+80 -
STA. 1376+80

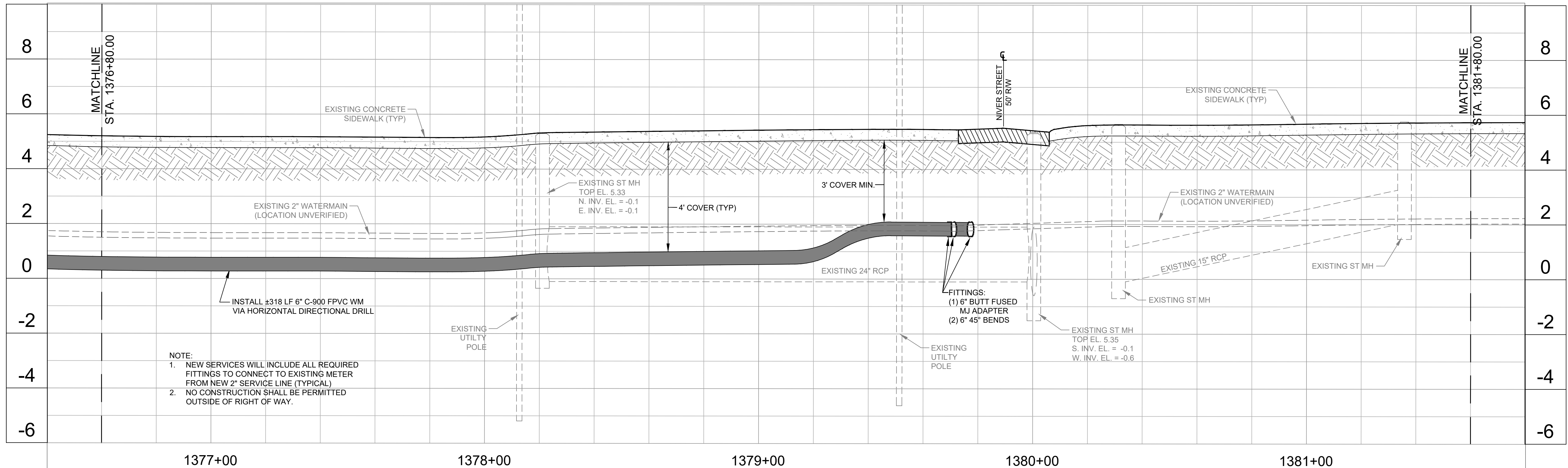
SHEET NO.

C-207

\\CORP-MEADHUNT.COM\SHARED\FOLDERS\ENTR\1000715\182458.01\TECH\CAD\DRAWINGS\1000715-182458.01-C-201 - C-208 PLAN & PROFILE.DWG
8/4/2020 11:40:16 AM



END PROJECT
STA. 1379+78.04, 75' LT
CONNECT TO EXISTING 8" WM
FITTINGS:
(1) 8"x6" TAPPING SLEEVE
(1) 6" G.V.



NOTE:
1. NEW SERVICES WILL INCLUDE ALL REQUIRED FITTINGS TO CONNECT TO EXISTING METER FROM NEW 2" SERVICE LINE (TYPICAL)
2. NO CONSTRUCTION SHALL BE PERMITTED OUTSIDE OF RIGHT OF WAY.

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA**

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

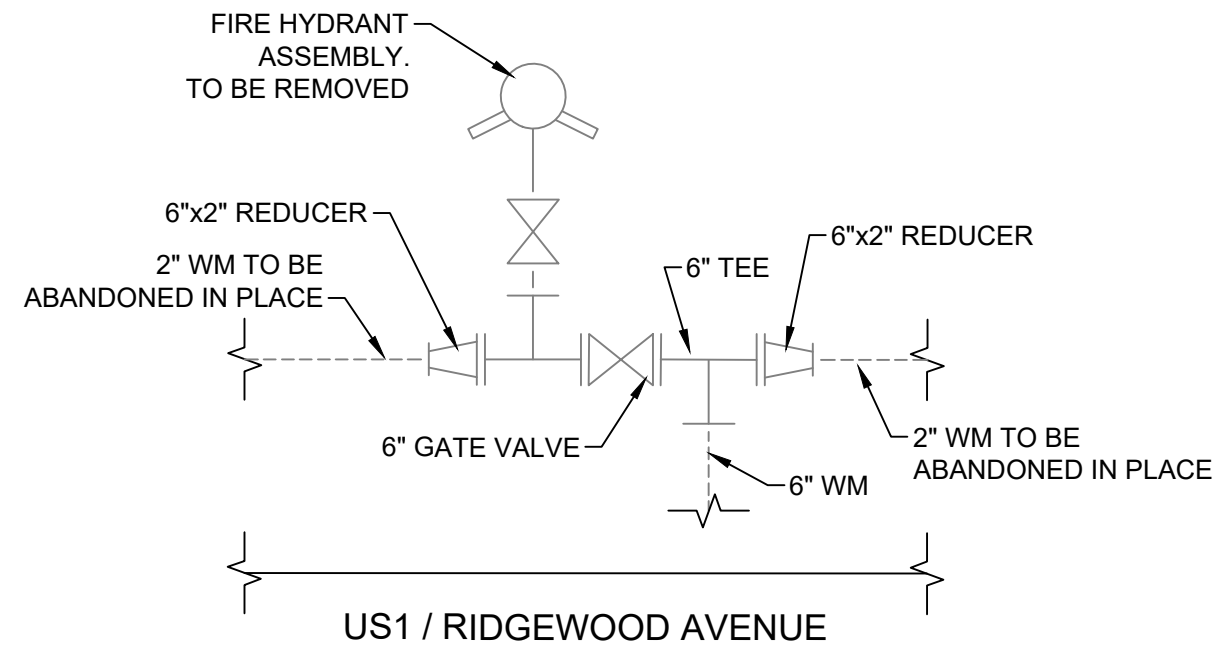
M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
PLAN & PROFILE
STA. 1376+80 -
STA. 1381+60

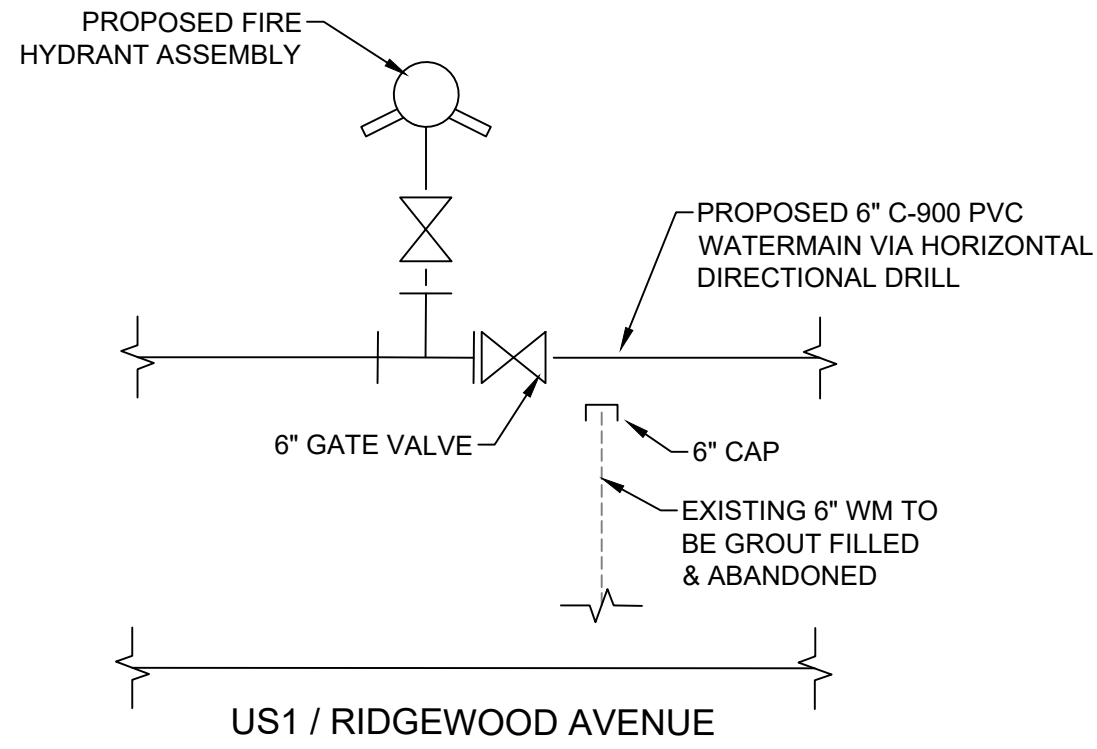
SHEET NO.

C-208

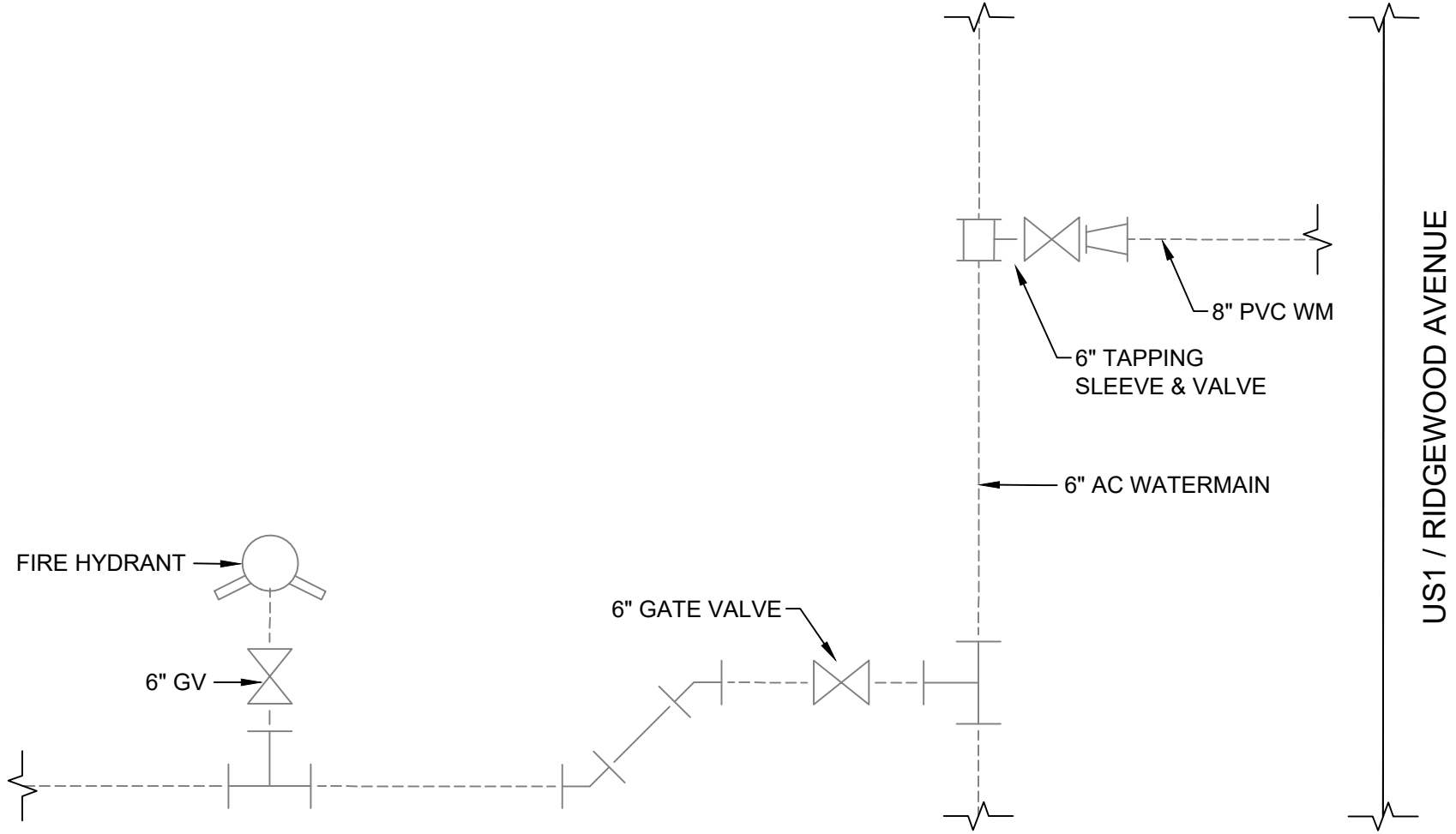
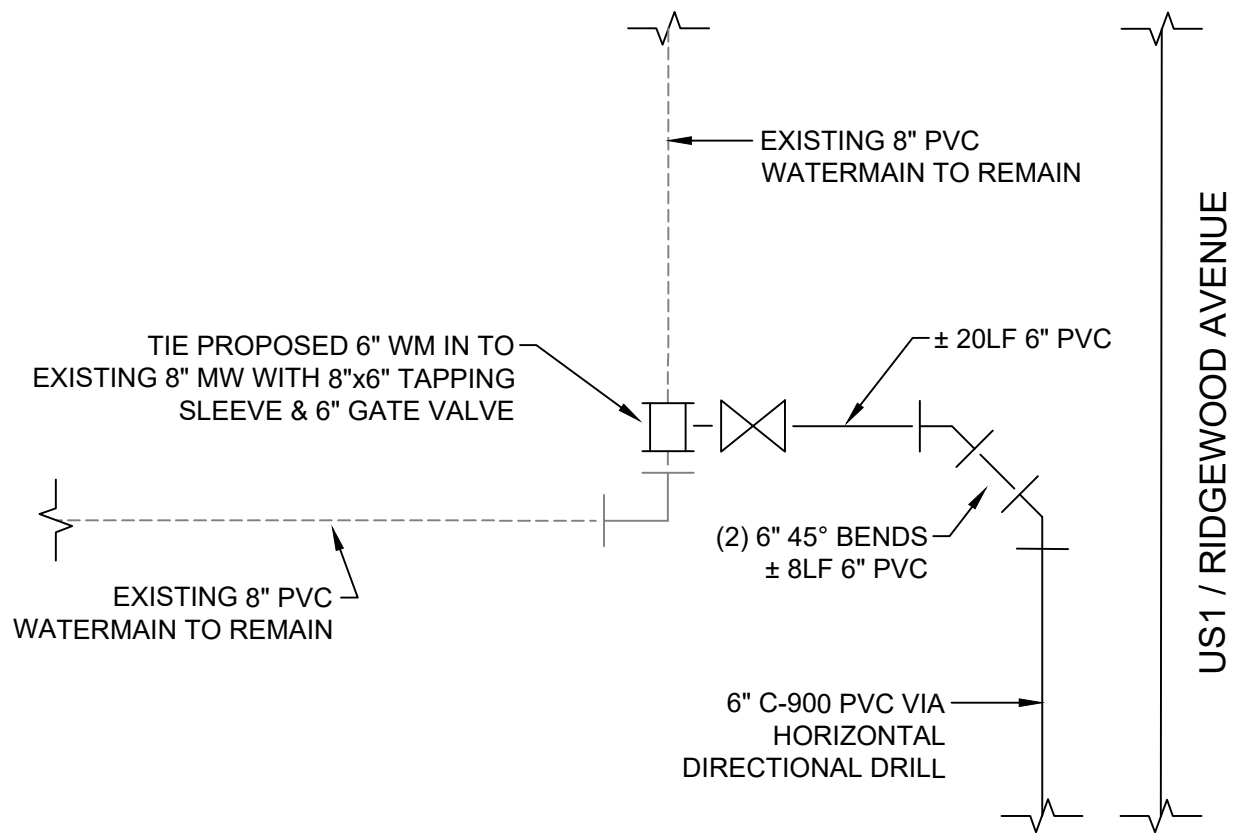
\\CORP-MEADHUNT.COM\SHARED\FOLDERS\ENTR\1000715\182458.01\TECH\CAD\DRAWINGS\1000715-182458.01 C-501.DWG
8/4/2020 11:40:34 AM



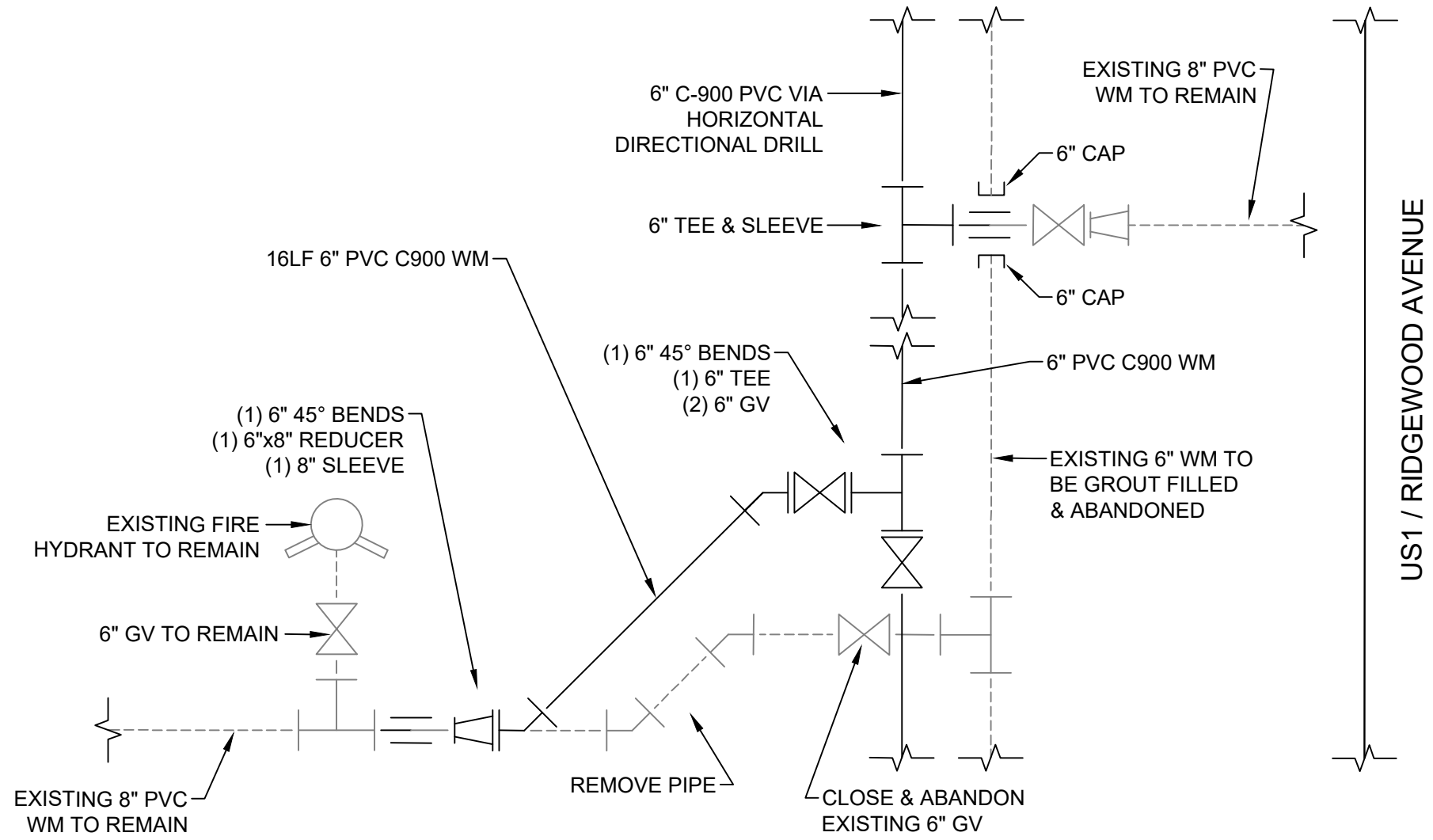
EXISTING



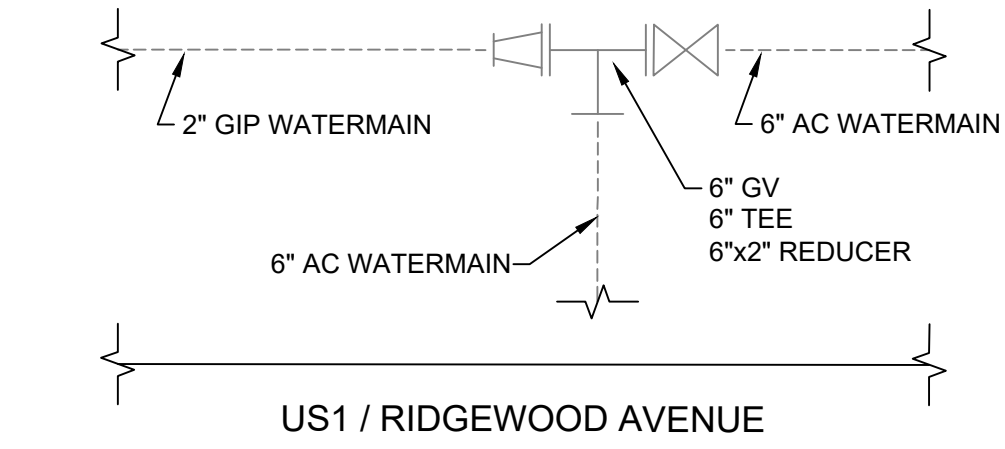
PROPOSED



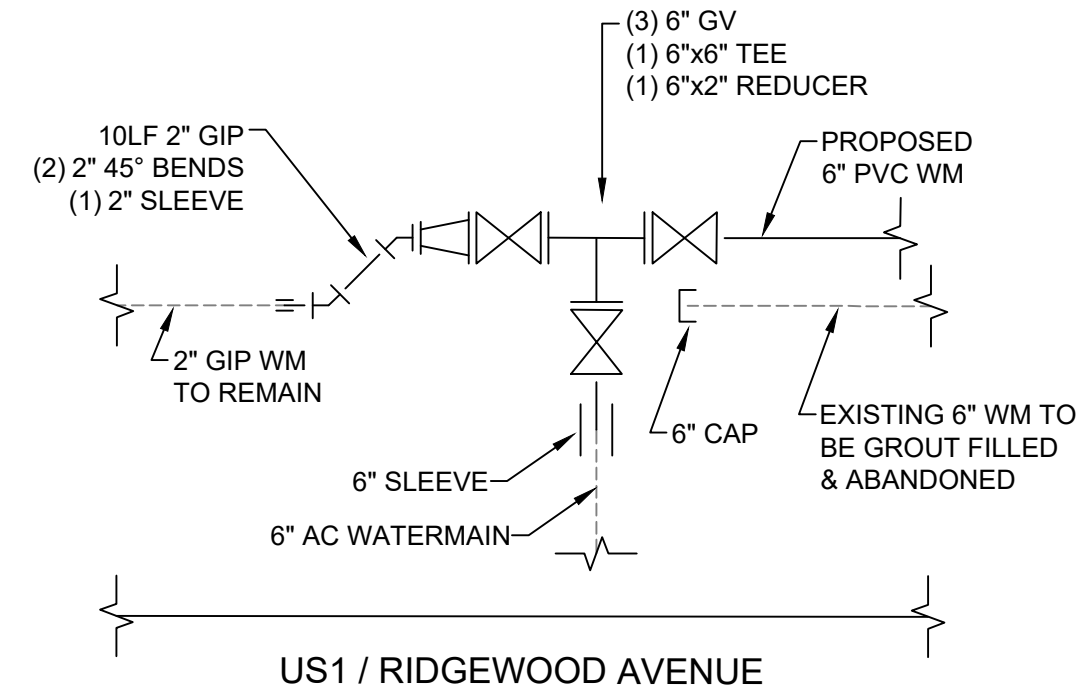
EXISTING



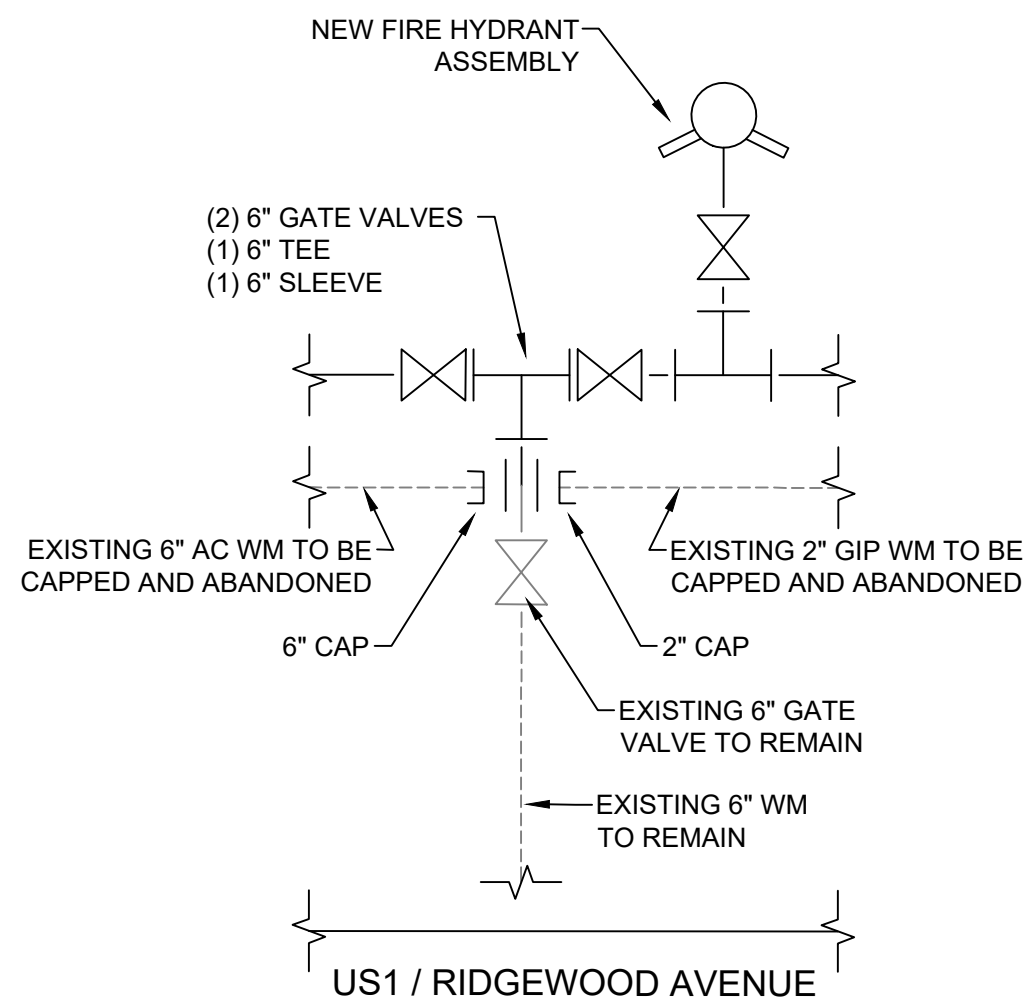
PROPOSED



EXISTING



PROPOSED



Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

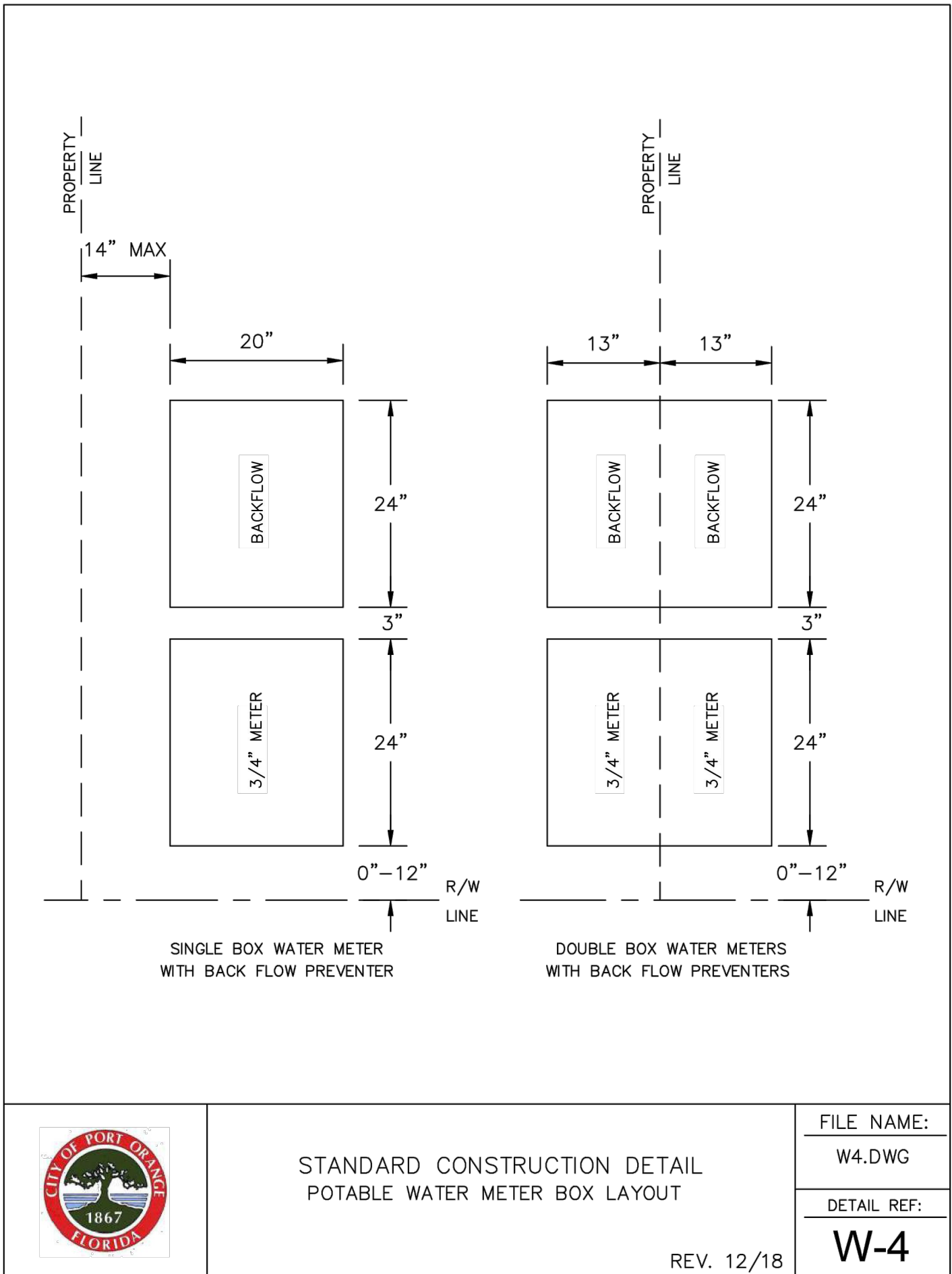
NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

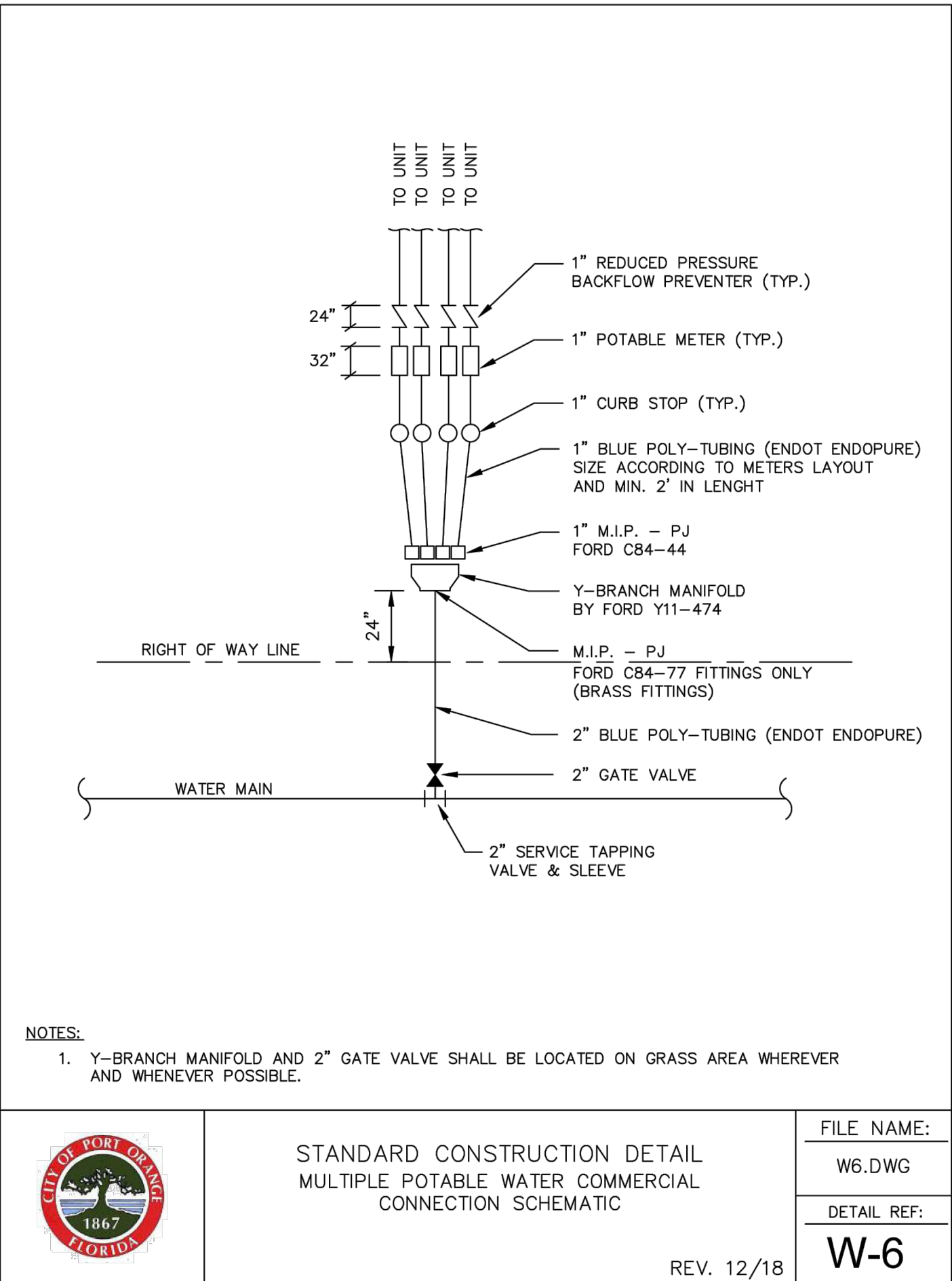
SHEET CONTENTS
CONNECTION DETAILS

SHEET NO.

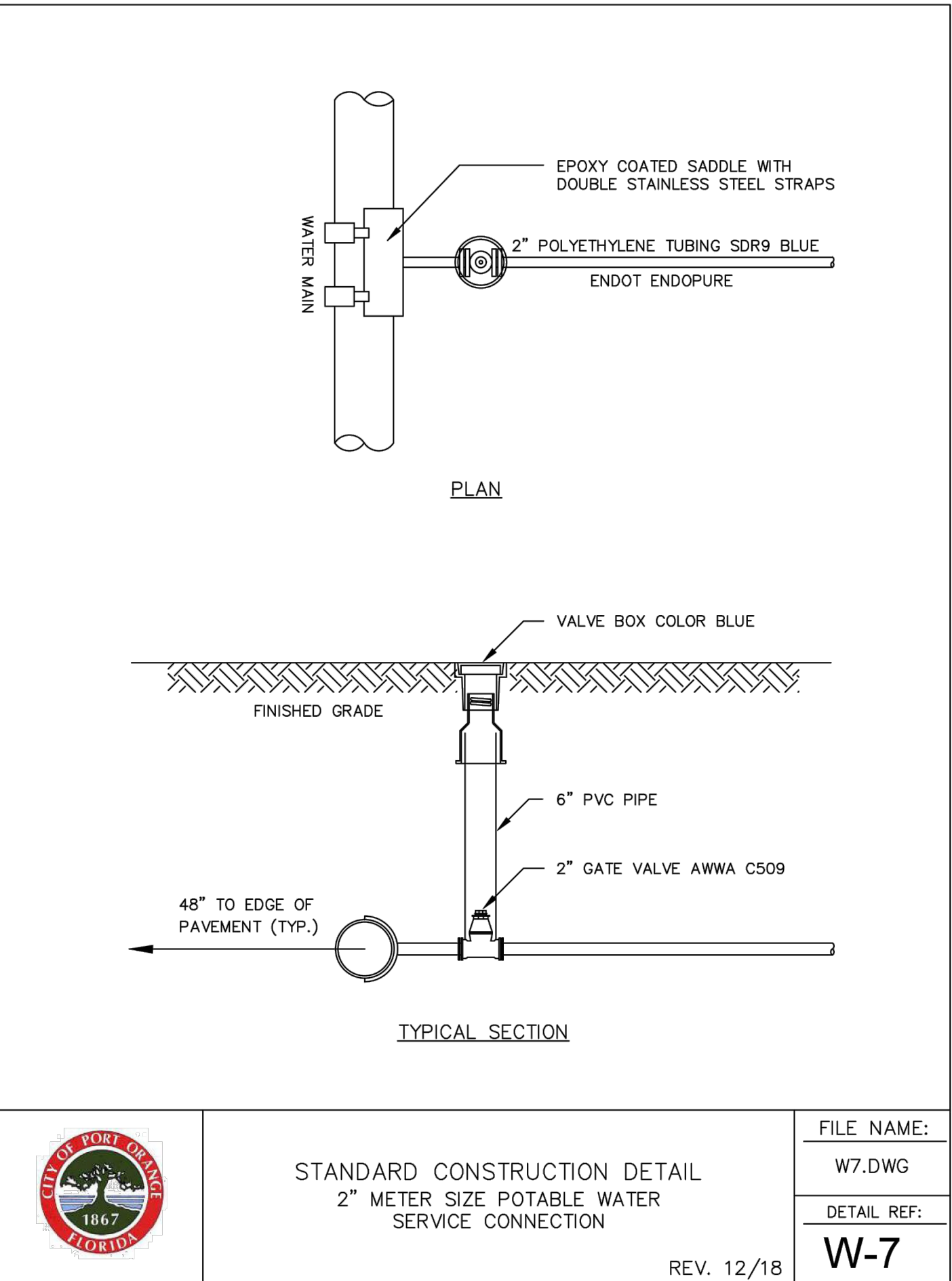
C-501



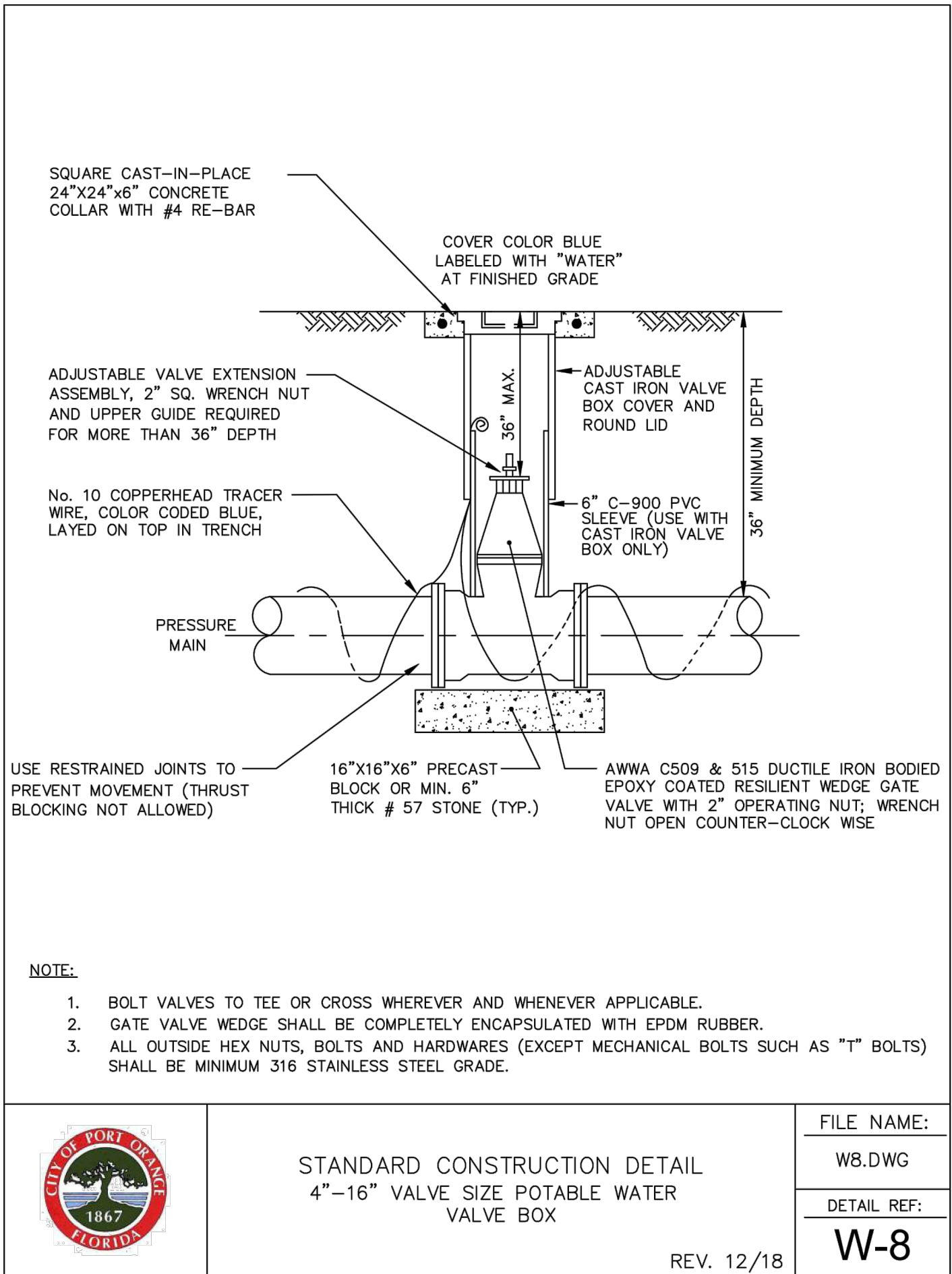
	STANDARD CONSTRUCTION DETAIL POTABLE WATER METER BOX LAYOUT	FILE NAME:
		W4.DWG
		DETAIL REF:
	REV. 12/18	W-4



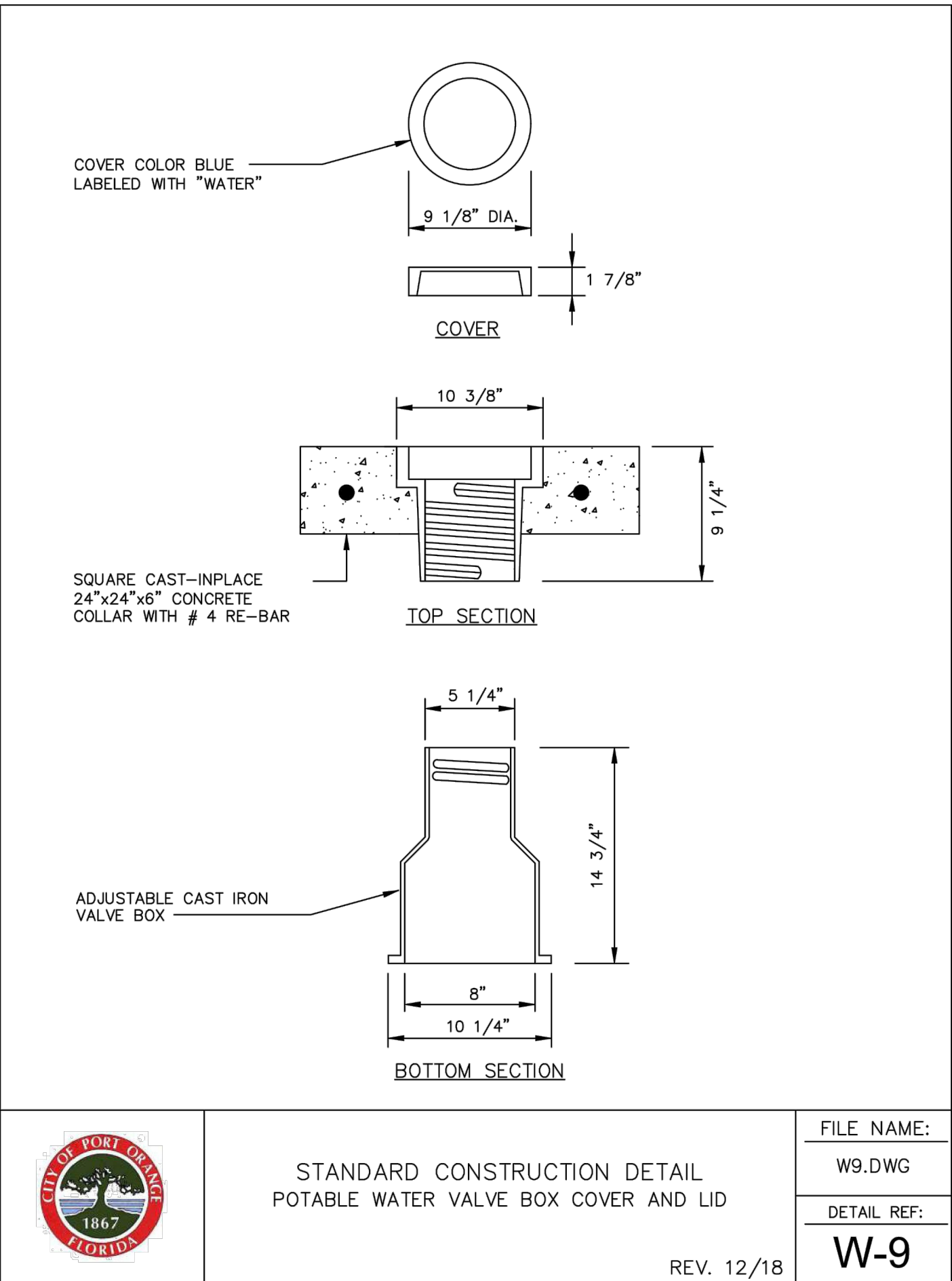
	STANDARD CONSTRUCTION DETAIL MULTIPLE POTABLE WATER COMMERCIAL CONNECTION SCHEMATIC	FILE NAME:
		W6.DWG
		DETAIL REF:
	REV. 12/18	W-6



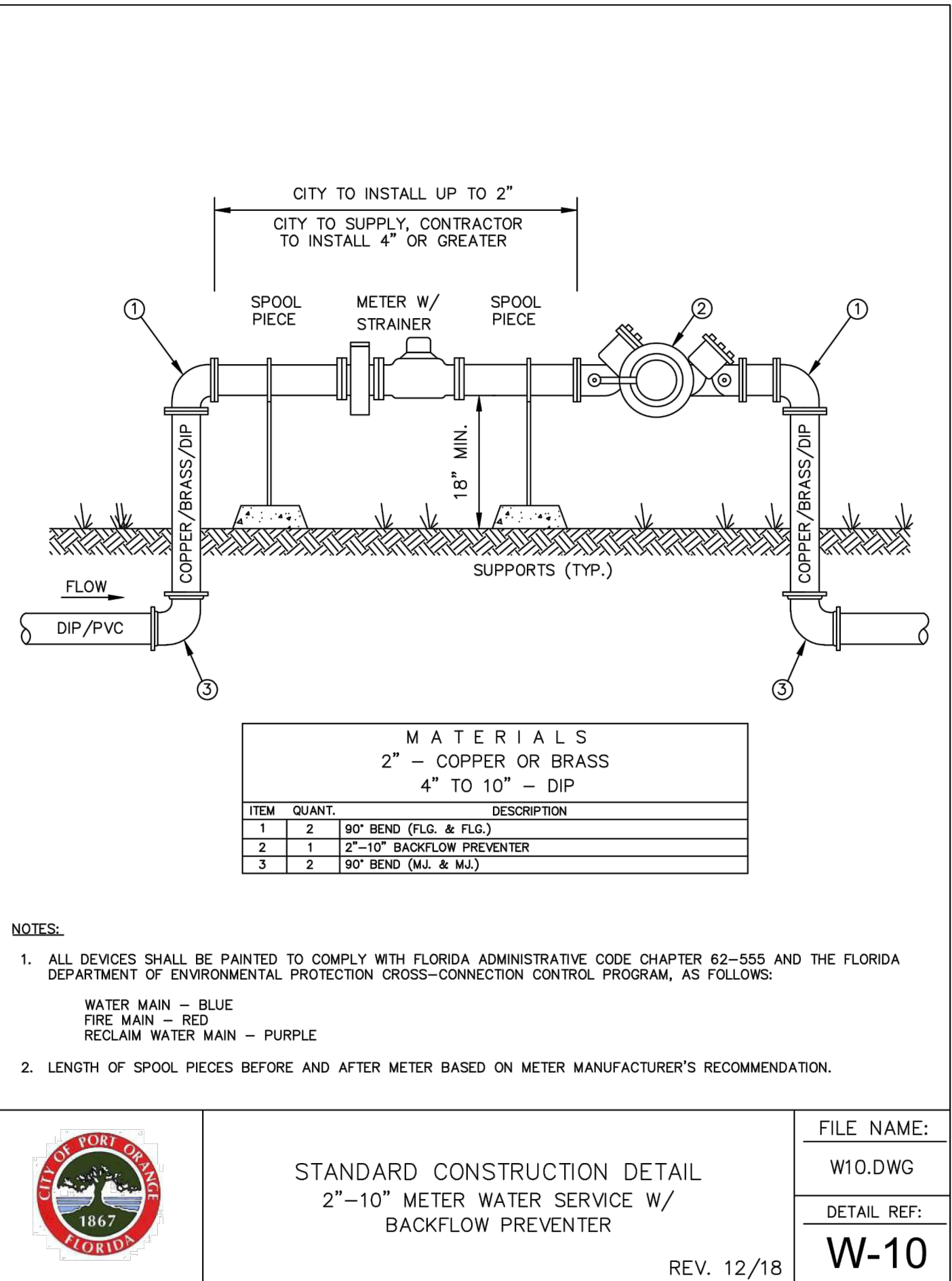
	STANDARD CONSTRUCTION DETAIL 2" METER SIZE POTABLE WATER SERVICE CONNECTION	FILE NAME:
		W7.DWG
		DETAIL REF:
	REV. 12/18	W-7



	STANDARD CONSTRUCTION DETAIL 4"-16" VALVE SIZE POTABLE WATER VALVE BOX	FILE NAME:
		W8.DWG
		DETAIL REF:
	REV. 12/18	W-8



	STANDARD CONSTRUCTION DETAIL POTABLE WATER VALVE BOX COVER AND LID	FILE NAME:
		W9.DWG
		DETAIL REF:
	REV. 12/18	W-9



	STANDARD CONSTRUCTION DETAIL 2"-10" METER WATER SERVICE W/ BACKFLOW PREVENTER	FILE NAME:
		W10.DWG
		DETAIL REF:
	REV. 12/18	W-10



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE RIDGEWOOD WATER MAIN IMPROVEMENTS - FARMBROOK ROAD TO NIVER STREET PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

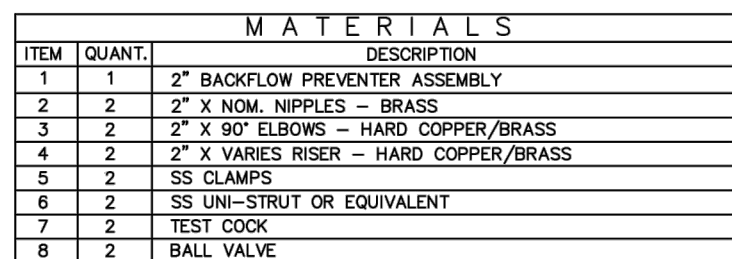
NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

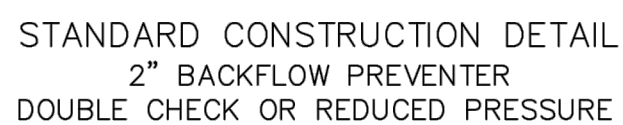
SHEET CONTENTS
STANDARD
CONSTRUCTION
DETAILS

SHEET NO.

C-701



1. ALL 2" AND SMALLER BACKFLOW PREVENTER MUST BE STABILIZED WITH CHANNEL OR NON-CORROSIVE UNI-STRUT OR EQUIVALENT AND APPROPRIATE CLAMPS.
2. DOUBLE CHECK VALVES MAY BE INSTALLED IN UNITS.
3. ALL COMMERCIAL PROPERTIES ARE REQUIRED BY ORDINANCE TO HAVE A BACKFLOW DEVICE INSTALLED AND ANNUALLY TESTED WITH PASSING RESULTS FORWARDED TO THE CITY PUBLIC UTILITIES DEPARTMENT.
4. FOR FURTHER INFORMATION CONCERNING BACKFLOW PREVENTERS SEE CITY OF PORT ORANGE "MANUAL OF CROSS-CONNECTION CONTROL".
5. ALL DEVICES SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62-555 (FLORIDA BACKFLOW PREVENTER INSTALLATION AND PROTECTION CROSS-CONNECTION CONTROL PROGRAM. BLUE FOR DOMESTIC WATER, PURPLE FOR RECLAIMED WATER AND RED FOR FIRE LINE.

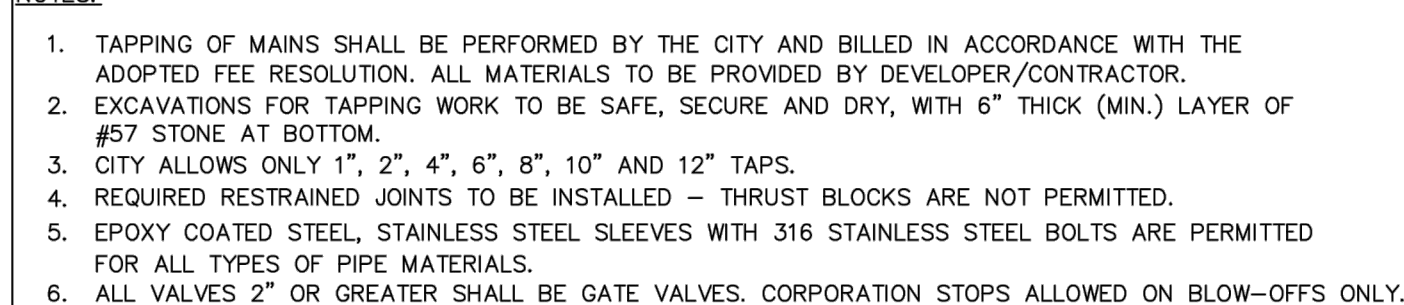


W12.DWG

DETAIL REF:

W-12

RFV 12/18

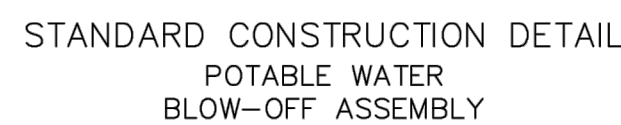
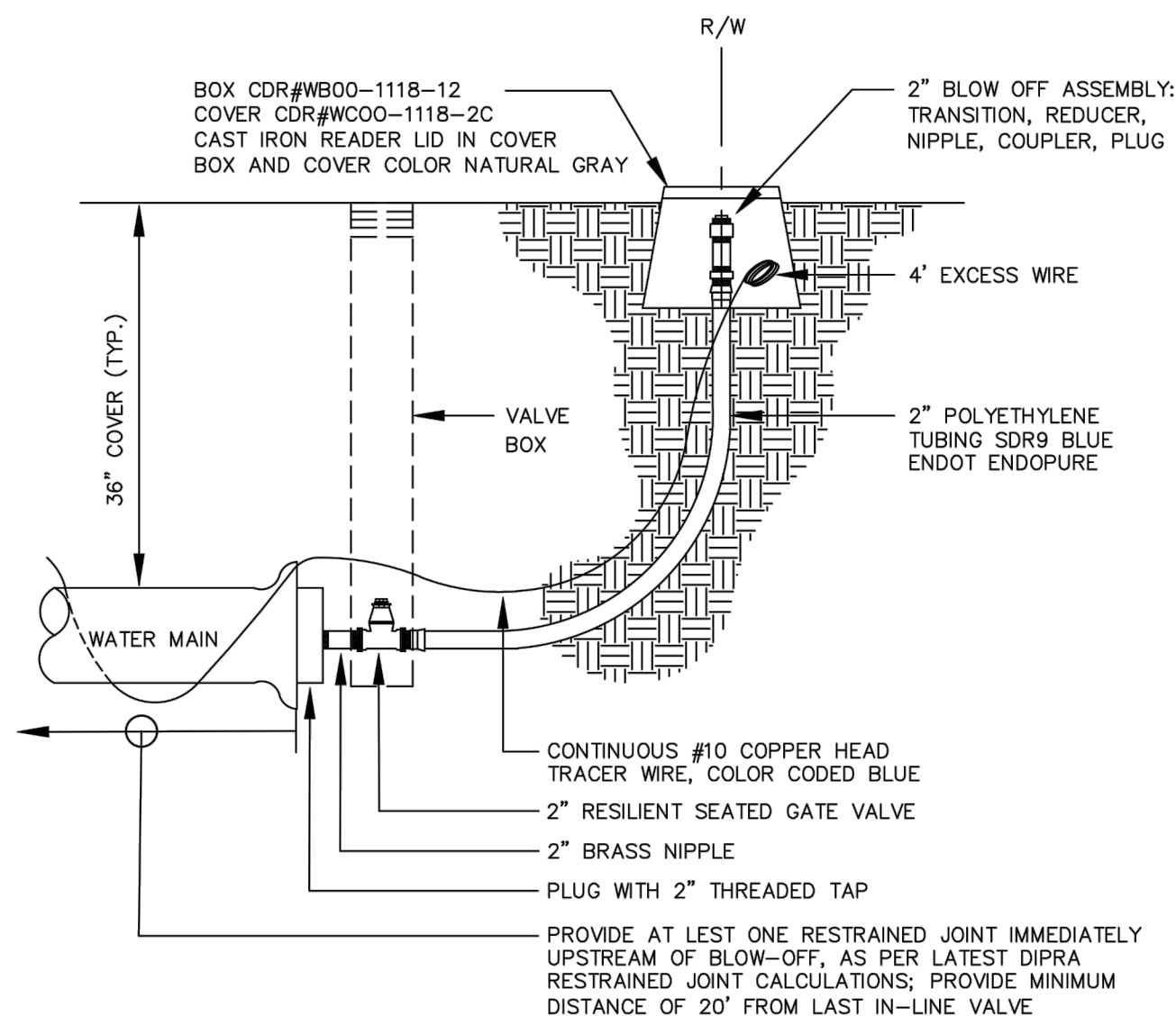


W15.DWG

DETAIL REF:

W-15

RFV 12/18



W18.DWG

DETAIL REF:

W-18

RFV 12/18

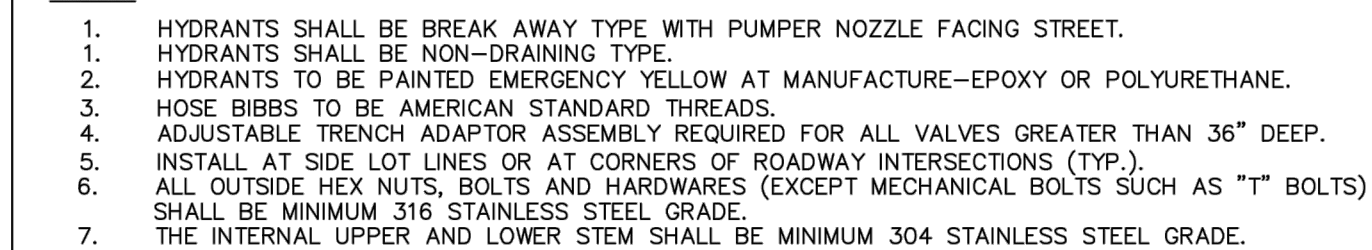


W19.DWG

DETAIL REF:

W-19

REV. 12/18

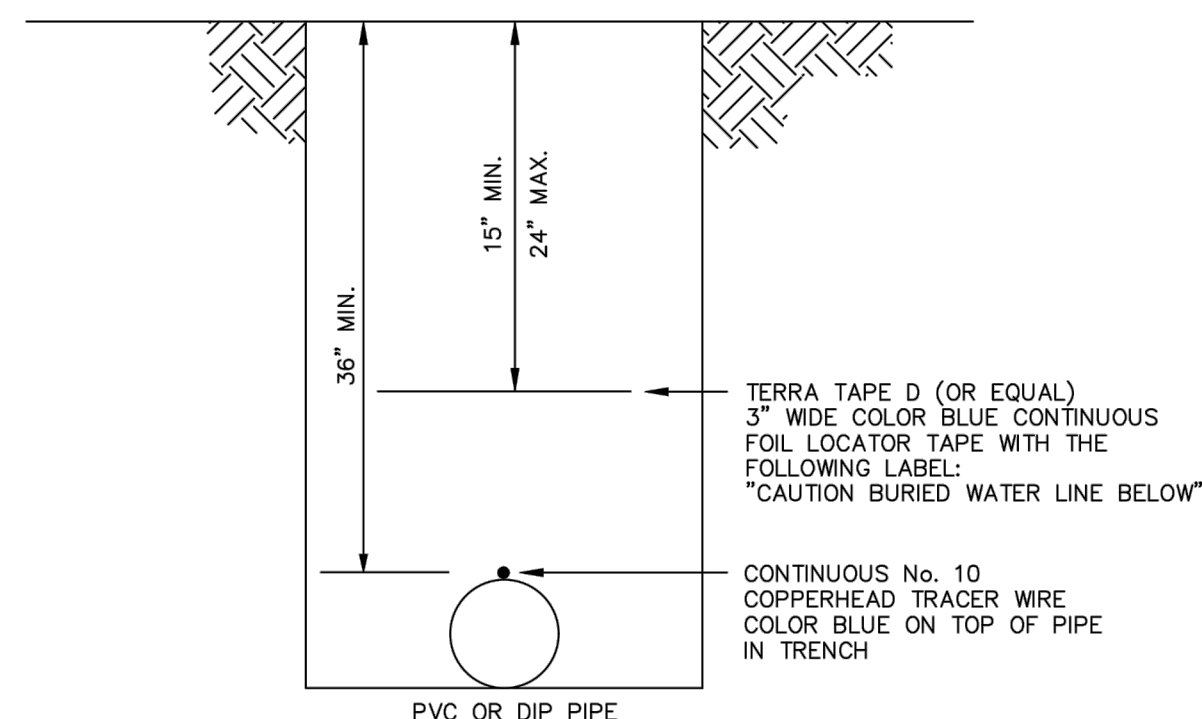


W20.DWG

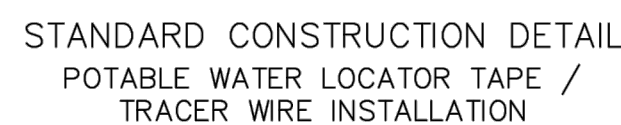
DETAIL REF:

W-20

REV. 12/18



1. CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES.
2. ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER-PROOF WIRE NUT CAP OR WITH SIMILAR WATER-PROOF SPLICING KIT. ALL WIRES SHALL BE SERVED CONTINUOUSLY TO MAIN.
3. A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

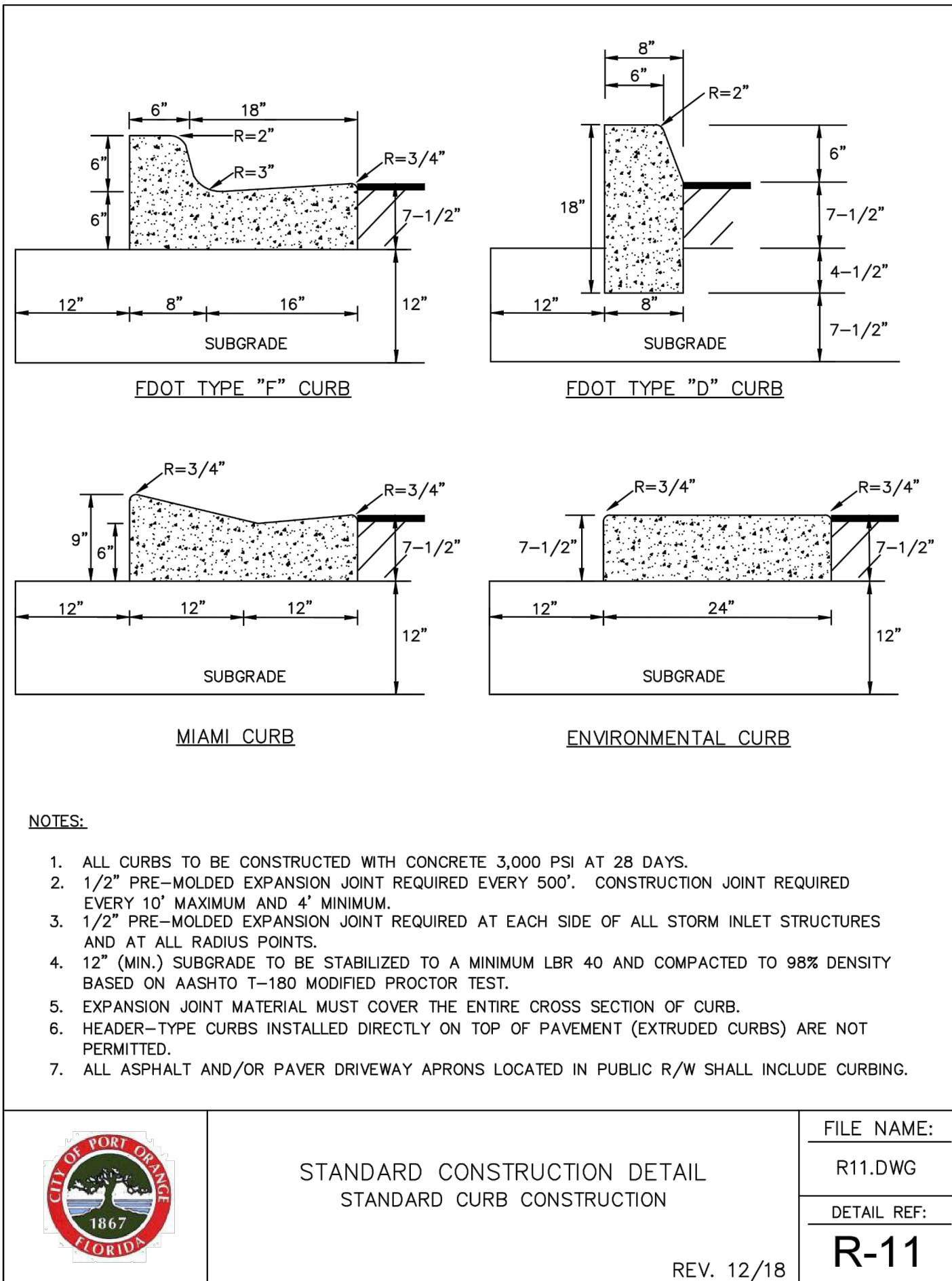
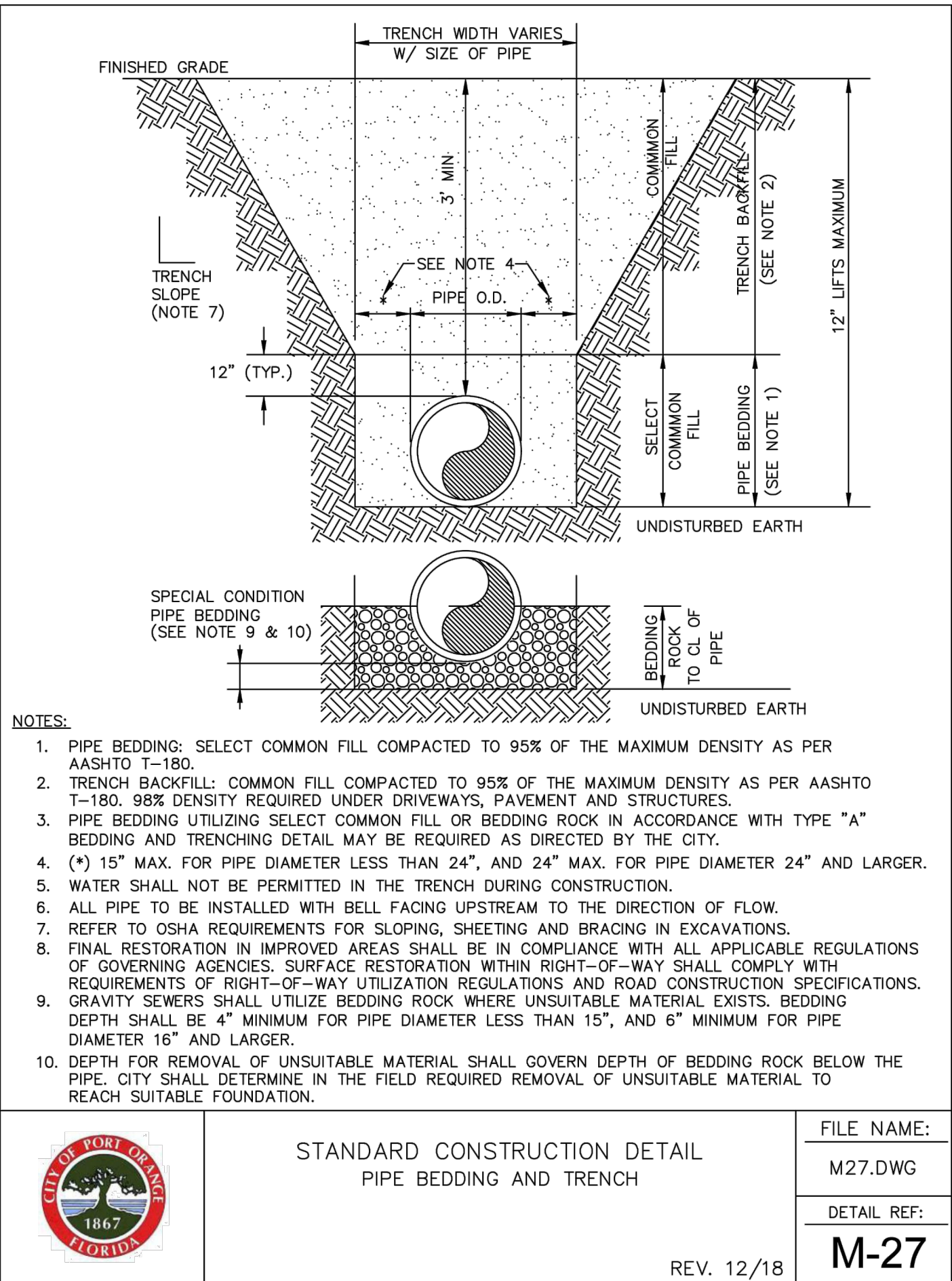
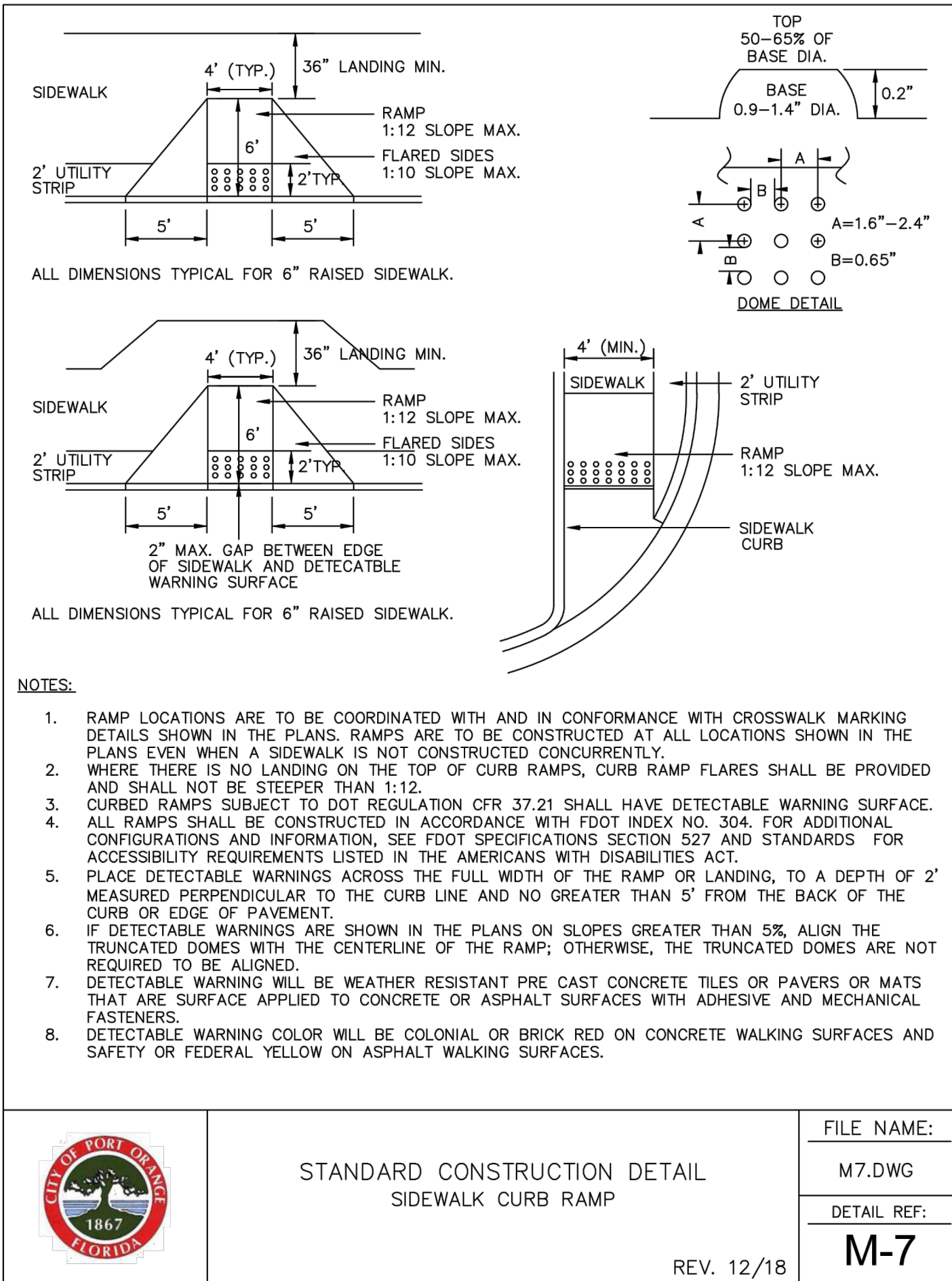
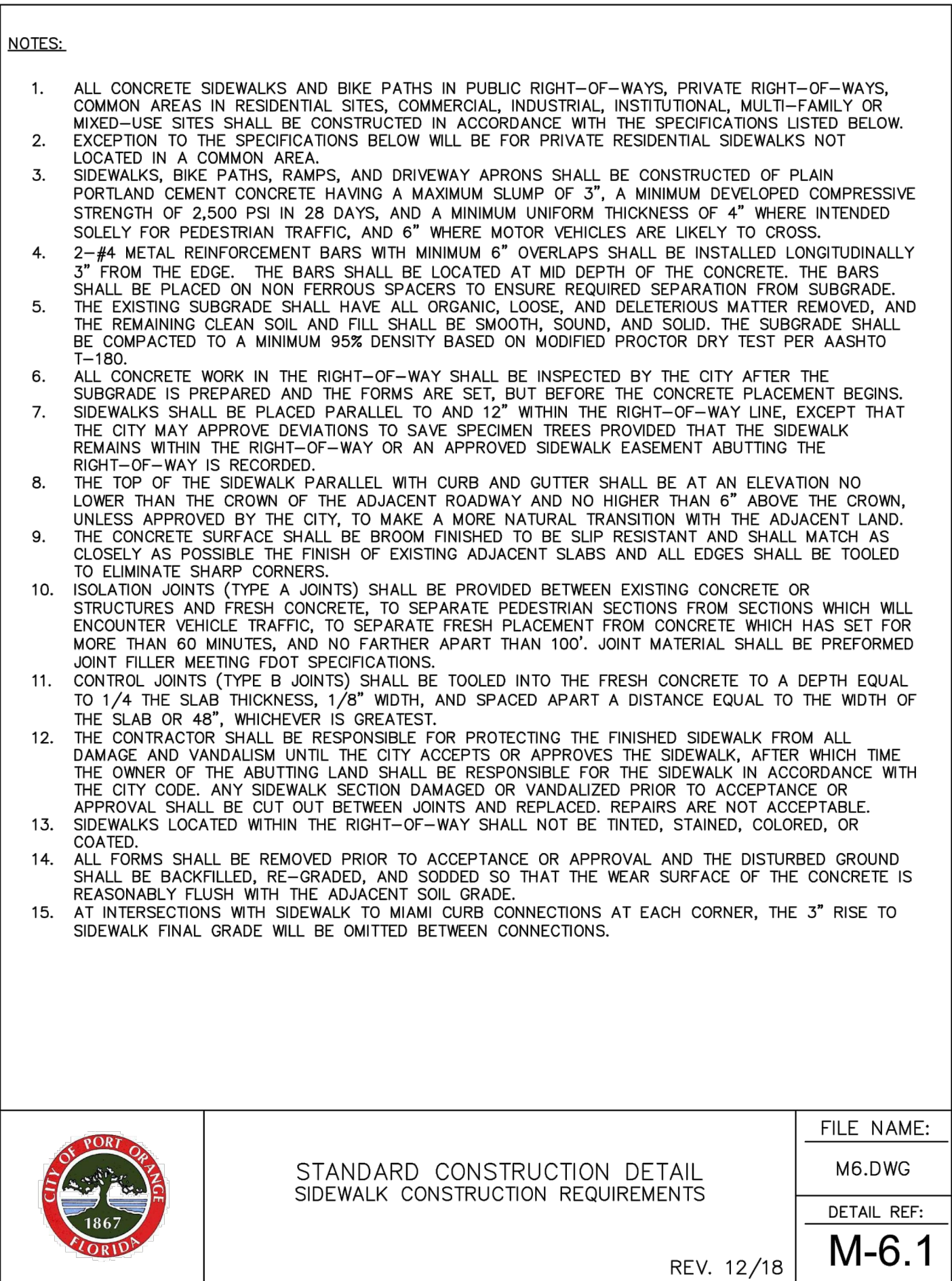
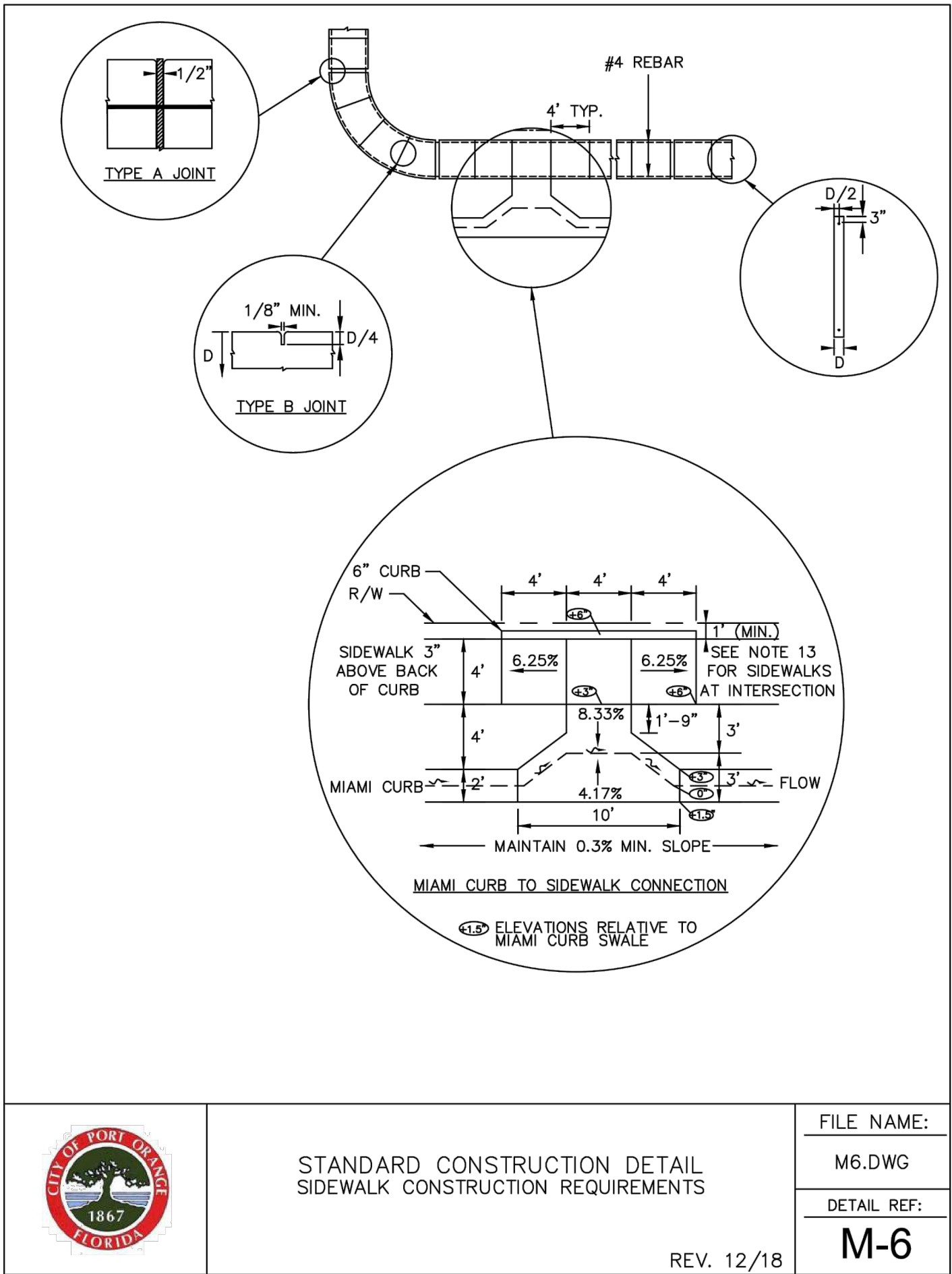


W21.DWG

DETAIL REF:

W-21

REV. 12/18



Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

CITY OF PORT ORANGE
1867
FLORIDA

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

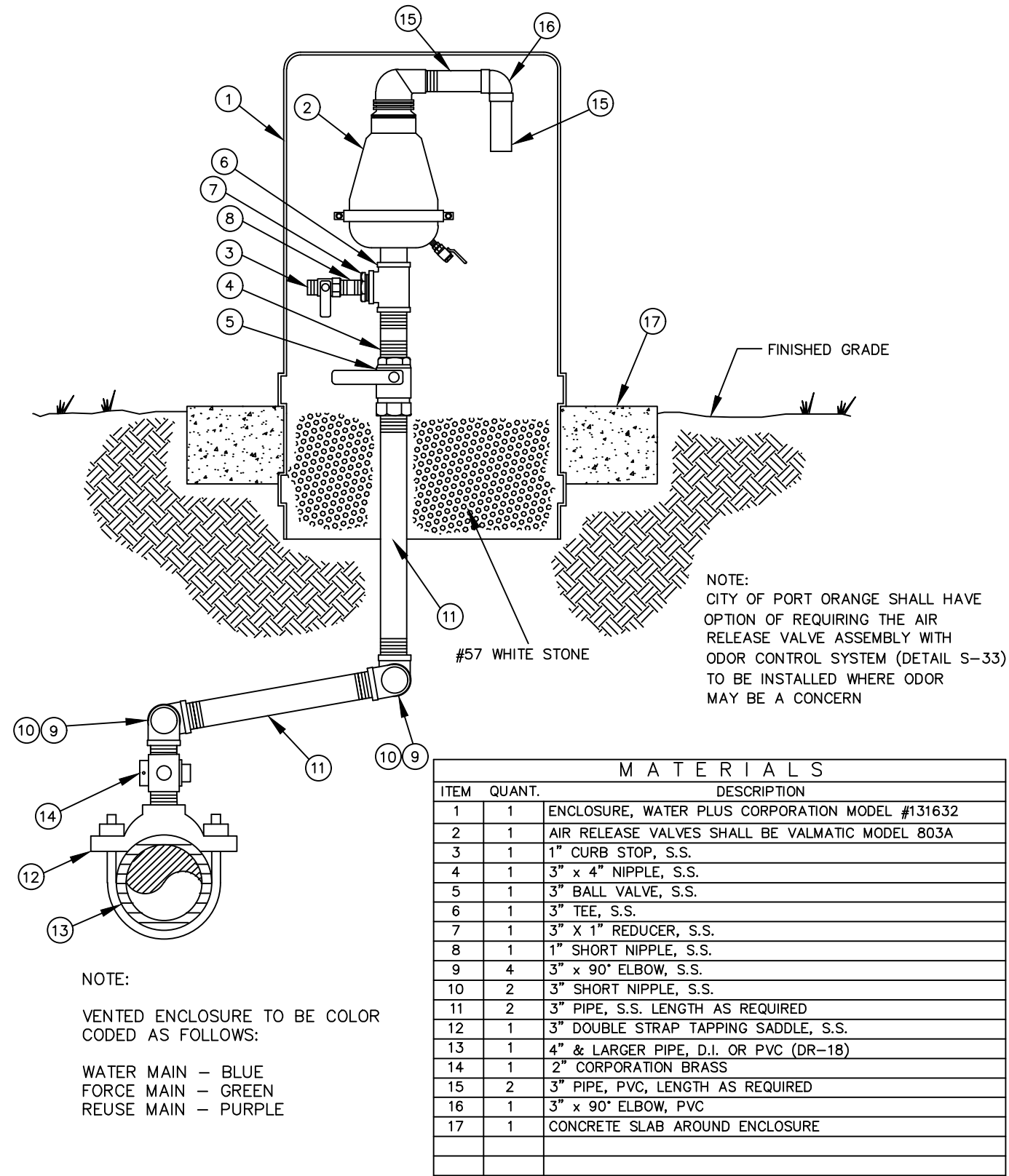
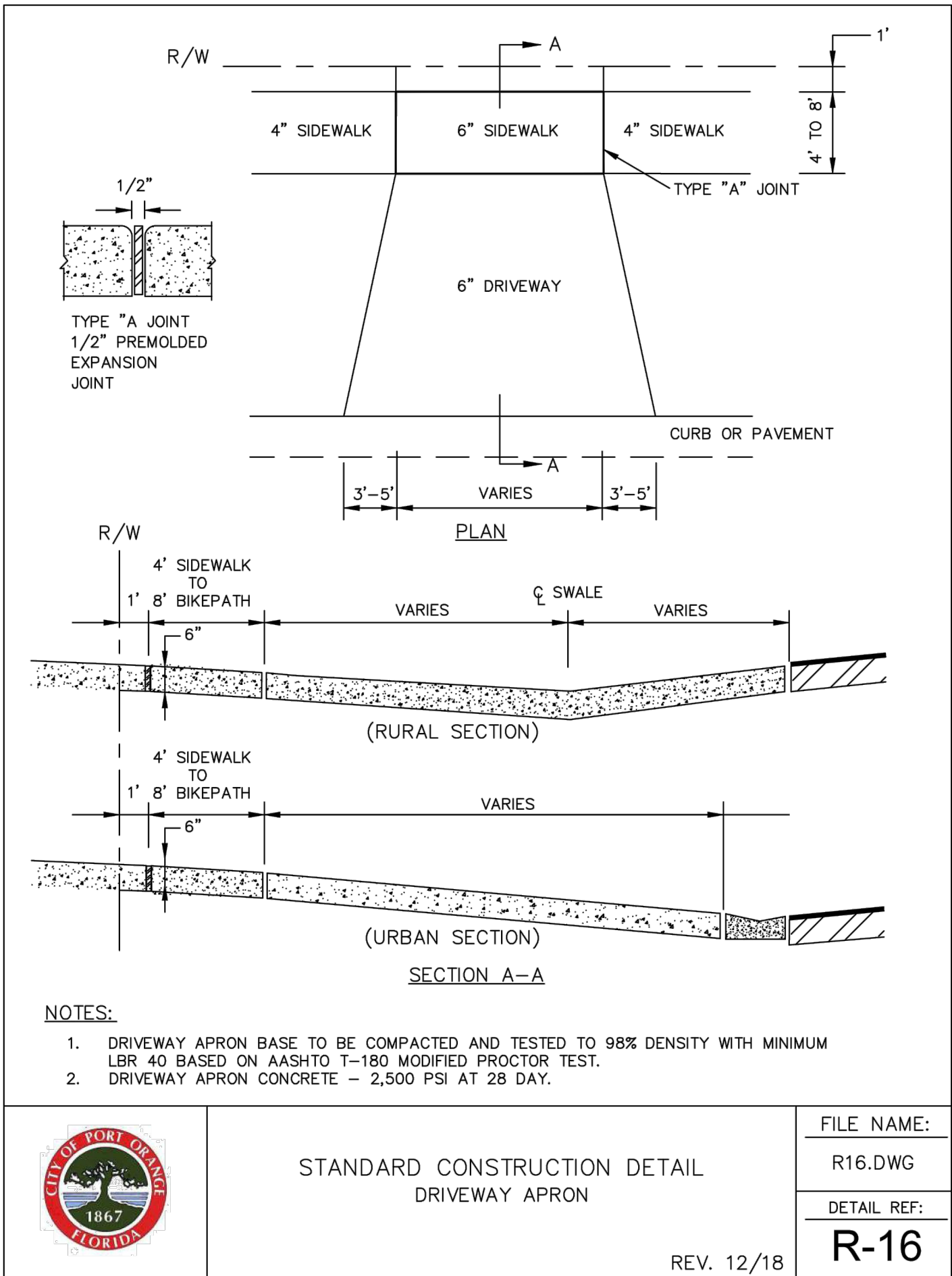
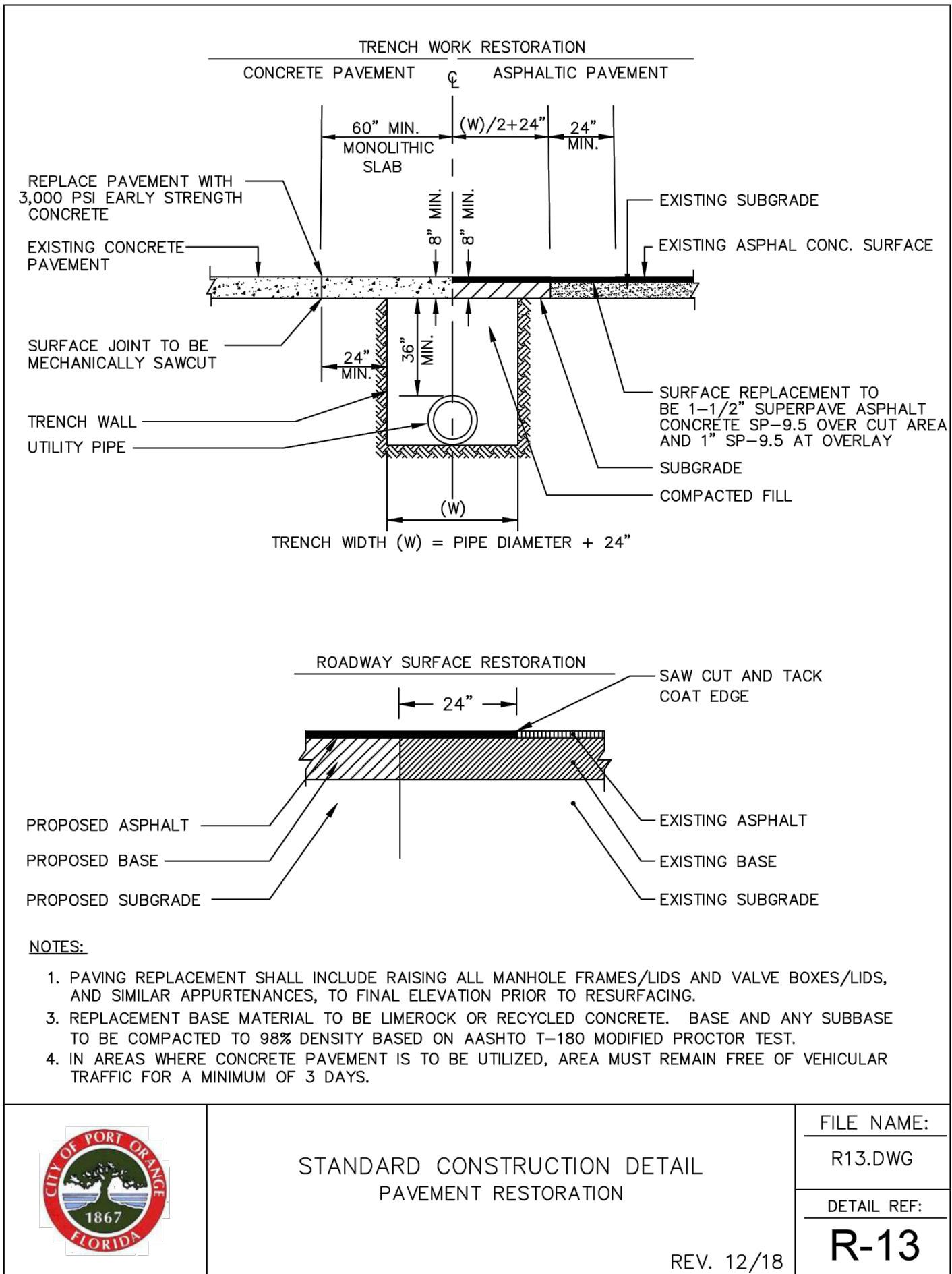
ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
STANDARD
CONSTRUCTION
DETAILS

SHEET NO.
C-703



STANDARD CONSTRUCTION DETAIL
STANDARD AIR RELEASE VALVE ASSEMBLY
ABOVE GROUND VERTICAL PIPE LAYOUT

DIRECTIONAL DRILL BIT DIAMETER SIZE REQUIREMENTS

MAXIMUM PILOT OR BACK-REAMER BIT DIAMETER WHEN ROTATED 360 DEGREES

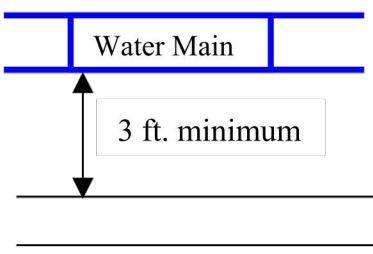
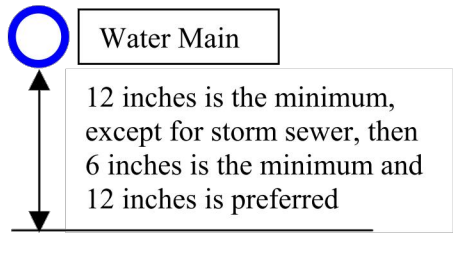
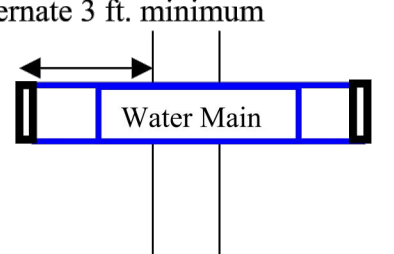
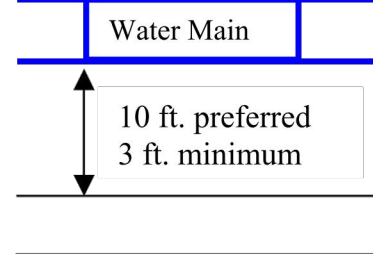
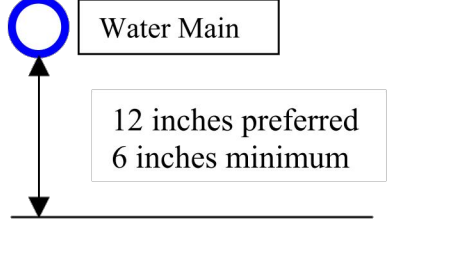
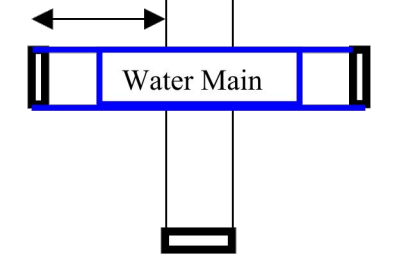
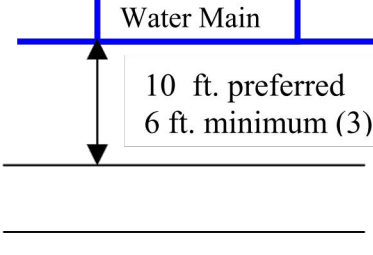
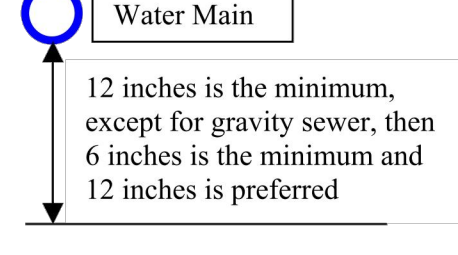
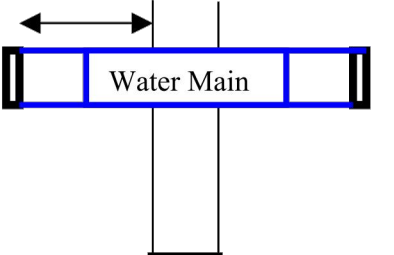
OUTSIDE PIPE DIAMETER INCHES*	MAXIMUM BIT DIAMETER INCHES
<8	DIAMETER+4
8 TO 24	1.5x DIAMETER
>24	DIAMETER+12

*USE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS

CHART FROM SECTION 555-3.3 OF F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 EDITION.

NOTE:
MAXIMUM BACK-REAMER SIZE FOR THIS PROJECT IS 10"

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)			
Vacuum Sanitary Sewer			
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)			
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
- (2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
- (3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
- (4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

UTILITY SEPARATION TABLE
N.T.S.

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
MISCELLANEOUS
DETAILS

SHEET NO.

C-704

TABLE OF CONTENTS FOR INDEX 102-000	
Sheet No.	Contents
1	Table of Contents
2	Temporary Traffic Control Tables
3	Drop-offs
4	Miscellaneous Details
5	Post-mounted Work Zone Sign Supports
6	Project Information Signs
7	Work Zone Pavement Markings
8	Temporary Raised Rumble Strips
9	Temporary Traffic Control Devices

TABLE OF CONTENTS FOR 102 SERIES		
Standard Plans Index	Index Title	Associated MUTCD Typical Application(s)
102-000	Temporary Traffic Control General Information and Devices	N/A
102-005	Work Beyond the Shoulder	TA-1
102-010	Work on the Shoulder	TA-3, TA-5, TA-6
102-015	Mobile Operations	TA-4, TA-17, TA-35
102-020	Temporary Roadway Closure	TA-13
102-025	Two-Lane Roadway, Lane Closure Using Flaggers	TA-10
102-030	Two-Lane Roadway, Lane Closure Using Temporary Traffic Signals	TA-12
102-035	Haul Road Crossing	TA-14
102-040	Two-Lane Roadway, Temporary Diversion	TA-7
102-045	Multilane Roadway, Single Lane Closure	TA-33
102-050	Multilane Roadway, Multiple Lane Closure	TA-37
102-055	Multilane Roadway, Lane Closure with Lane Shift	TA-36
102-060	Multilane Roadway, Temporary Diversion	TA-39
102-065	Limited Access Temporary Opening	N/A
102-070	Traffic Pacing	N/A
102-075	Work on the Sidewalk	TA-28, TA-29
102-100	Temporary Barrier	N/A
102-110	Type K Temporary Concrete Barrier System	N/A
102-120	Low Profile Barrier	N/A

GENERAL NOTES:

- Use this Index for all work zones.
- See the Plans for Work Zone Speed.

CLEAR ZONE WIDTHS FOR WORK ZONES		
Work Zone Speed (mph)	Travel Lanes & Multilane Ramps (feet)	Auxiliary Lanes & Single Lane Ramps (feet)
≥ 60	30	18
55	24	14
45-50	18	10
≤ 40	14	10
All Speeds with Curb & Gutter	4' Behind Face of Curb	

CHANNELIZING DEVICE SPACING			
Work Zone Speed (mph)	Max. Spacing (feet)		Type I Barricades, Type II Barricades, Vertical Panels, or Drums
	Cones or Tubular Markers	Taper	
≤ 45	25	50	25
≥ 50	25	50	100

TAPER LENGTH "L"	
Work Zone Speed (mph)	Min. Length (feet)
≤ 40	L = WS ²
≥ 45	L = WS
Where: W = width of offset in feet	
S = speed in mph	

COMMON TAPER LENGTHS "L" (FEET)					
Work Zone Speed (mph)	Width of Offset (feet)				
	5	8	10	11	12
25	55	85	105	115	125
30	75	120	150	165	180
35	105	165	205	225	245
40	135	215	270	295	320
45	225	360	450	495	540
50	250	400	500	550	600
55	275	440	550	605	660
60	300	480	600	660	720
65	325	520	650	715	780
70	350	560	700	770	840

BUFFER LENGTH "U"	
Work Zone Speed (mph)	Min. Length (feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
Note: When Buffer Length "U" cannot be attained due to geometric constraints, use the greatest length possible, but not less than 155 feet.	

WORK ZONE SIGN DISTANCE "X"	
Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways	1,500
Note: When using MUTCD Typical Applications, use the above values for all MUTCD "A", "B", and "C" distances between signs.	

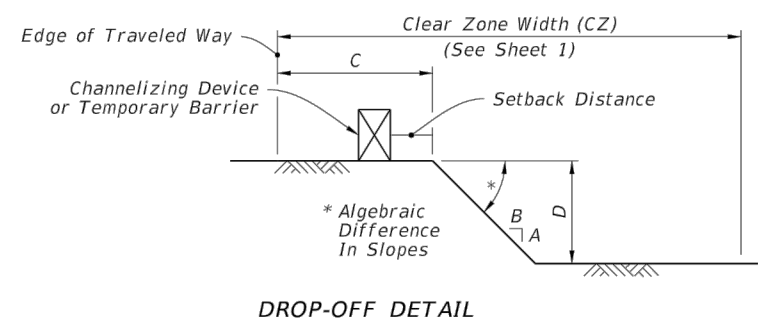
TABLE OF CONTENTS

TEMPORARY TRAFFIC CONTROL TABLES

LAST REVISION	DESCRIPTION:	FY 2020-21 STANDARD PLANS	TEMPORARY TRAFFIC CONTROL GENERAL INFORMATION AND DEVICES	INDEX	SHEET
11/01/19				102-000	1 of 8

DROP-OFF NOTES:

- When drop-offs occur within the clear zone due to construction or maintenance activities, protection devices are required (See Table 1). A drop-off is defined as a drop in elevation, parallel to the adjacent travel lanes, greater than 3" with slope (A/B) steeper than 1:4. In super-elevated sections, the algebraic difference in slopes should not exceed 0.25 (See Drop-off Condition Detail).
- Optionally, mitigate drop-offs by placing slopes of optional base material per Specifications Section 285. Slopes shallower than 1:4 may be required to avoid algebraic difference in slopes greater than 0.25. Include the cost for the placement and removal of the material in Maintenance of Traffic, LSD. Use of this treatment in lieu of a temporary barrier is not eligible for CSIP consideration. Conduct daily inspections for deficiencies related to erosion, excessive slopes, rutting or other adverse conditions. Repair any deficiencies immediately.
- For Setback Distance, refer to the Index or Approved Products List (APL) drawing of the selected barrier.
- For Conditions 1 and 3 provided in Table 1, any drop-off condition that is created and restored within the same work period will not be subject to the use of temporary barriers. However, channelizing devices will be required.
- When permanent curb heights are ≥ 6", no channelizing device will be required. For curb heights < 6", see Table 1.



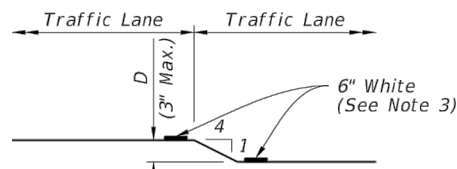
DROP-OFF DETAIL

Table 1 Drop-off Protection Requirements			
Condition	D (inches)	C (feet)	Device Required
1	>3	2 - 12	Temporary Barrier
2	>3 to ≤5	12 - CZ	Channelizing Device
3	>5	2 - CZ	Temporary Barrier
4	Removal of Bridge or Retaining Wall Barrier		Temporary Barrier
5	Removal of portions of Bridge Deck		Temporary Barrier

Note: Do not allow any drop-off conditions greater than 3 inches within two feet of the edge of traveled way.

MILLING & RESURFACING NOTES:

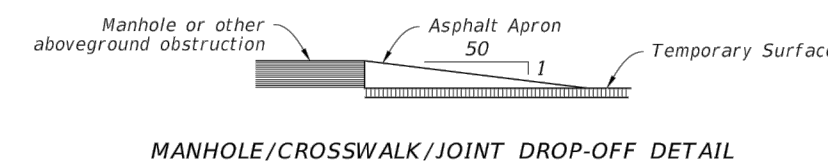
- Whenever there is a difference in elevation between adjacent travel lanes, place "Uneven Lanes" signs (WB-11) at intervals of 0.5 miles or less.
- If D is 1.5" or less, no drop-off treatment is required.
- If the slope of the drop-off is greater than 1:4 (not to exceed 1:1), place a 6" white solid line on each side of the drop-off. Additionally, place "Stay In Your Lane" signs (MOT-1-06) as a supplement to the "Uneven Lanes" signs (WB-11). This condition may be used for distances of three miles or less.



MILLING & RESURFACING LANE DROP-OFF TREATMENT DETAIL

MANHOLE/CROSSWALK/JOINT DROP-OFF NOTES:

- Construct temporary asphalt apron for manholes extending 1" or more above the travel lane and crosswalks having an uneven surface greater than 1/4".
- Construct temporary asphalt apron for all transverse joints that have a difference in elevation of 1" or more.
- Remove aprons prior to constructing the next lift of asphalt.



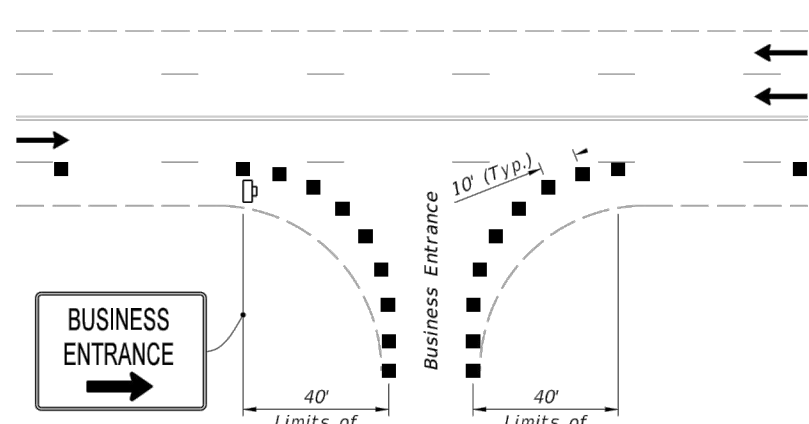
MANHOLE/CROSSWALK/JOINT DROP-OFF DETAIL

PEDESTRIAN WAY DROP-OFF NOTES:

- A pedestrian way drop-off is defined as either:
 - a drop in elevation greater than 10" that is closer than 2' from the edge of the pedestrian way;
 - a slope steeper than 1:2 that begins closer than 2' from the edge of the pedestrian way when the total drop-off is greater than 60".
- Protect any drop-off adjacent to a pedestrian way with pedestrian longitudinal channelizing devices, temporary barrier wall, or approved handrail.

DROP-OFFS

LAST REVISION	DESCRIPTION:	FY 2020-21 STANDARD PLANS	TEMPORARY TRAFFIC CONTROL GENERAL INFORMATION AND DEVICES	INDEX	SHEET
11/01/19				102-000	2 of 8



BUSINESS SIGN AND CHANNELIZING DEVICE PLACEMENT AT BUSINESS ENTRANCE

- NOTES:
- Use this detail when work disrupts a business entrance for greater than one entire calendar day.
 - For single business entrances, place one 24"x36" business sign with the business name at each affected driveway entrance. Logos may be provided by the business owners. Alternatively, a sign with the message "Business Entrance" (see Index 700-102) may be used when approved by the Engineer.
 - When two or more businesses share a common driveway entrance, place a 24"x36" with the message "Business Entrance" (see Index 700-102) at the common driveway entrance.

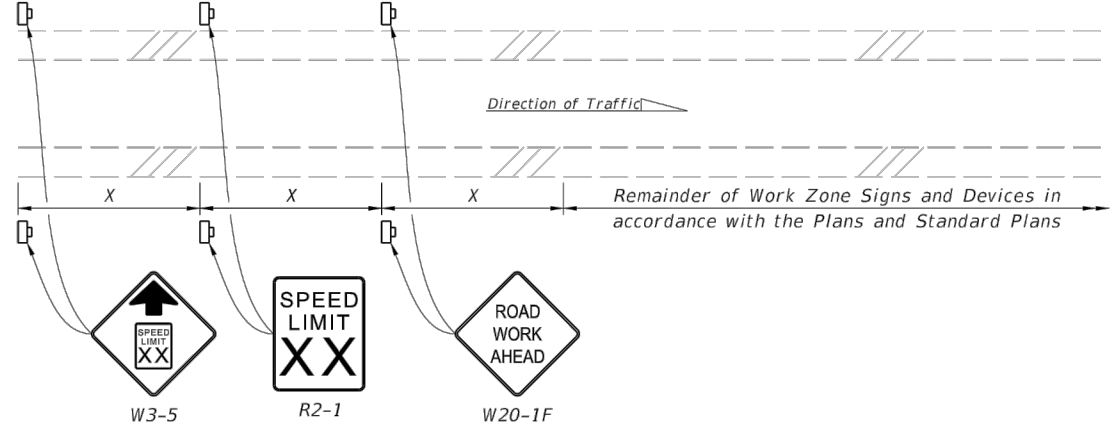
SYMBOLS:

- Channelizing Device (See Sheet 8)
- Lane Identification and Direction of Traffic
- Work Zone Sign

TYPICAL PCMS DISPLAY:

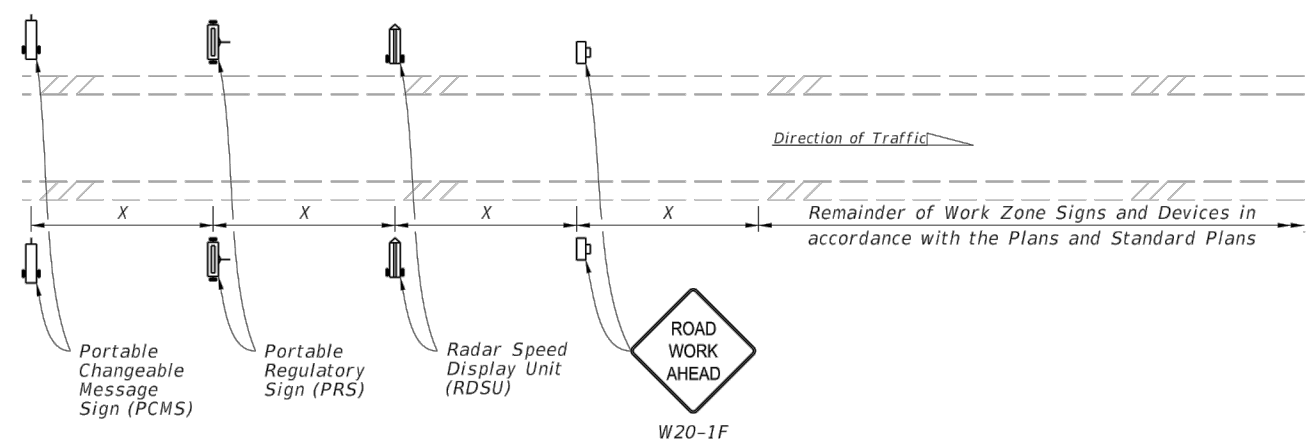
With speed reduction:
Message 1: WORKERS PRESENT AHEAD
Message 2: SPEED REDUCED NEXT XXMI

Without speed reduction:
Message 1: WORKERS PRESENT AHEAD
Message 2: NEXT XX MILES



SPEED REDUCTION SIGNING

- NOTES:
- X = Work Zone Sign Spacing
 - When called for in the Plans, use this detail in accordance with the Plans and Standard Plans. Place the speed reduction signs (W3-5 and R2-1) in advance of the "Road Work Ahead" sign (W20-1F) as shown.
 - Do not use this detail in conjunction with the Motorist Awareness System.
 - For speed reductions greater than 10 MPH, reduce speed in 10 MPH increments of "X".
 - Place additional "Speed Limit" signs (R2-1) at intervals of no less than one mile for rural conditions and 1,000 feet for urban conditions.
 - For undivided roadways, omit the signs shown in the median.

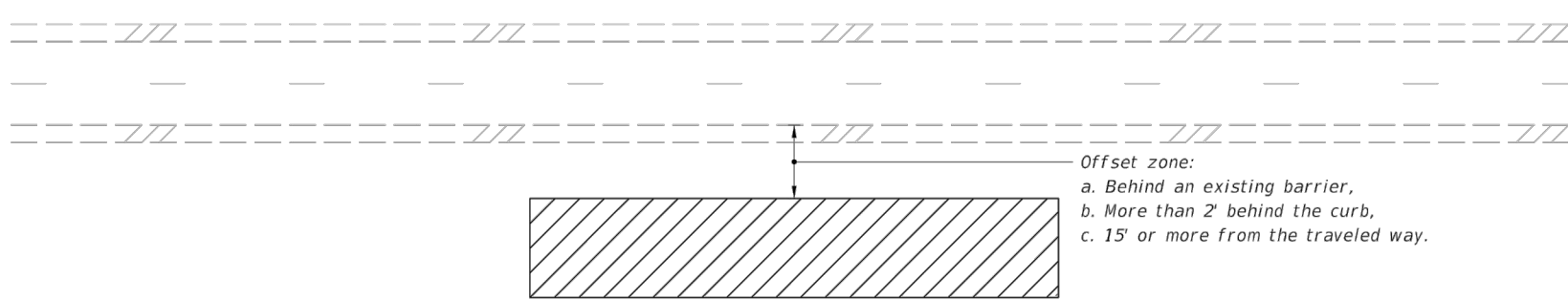


MOTORIST AWARENESS SYSTEM

- NOTES:
- X = Work Zone Sign Spacing
 - When called for in the Plans, use the Motorist Awareness System (MAS) in accordance with the Plans, and Standard Plans, Indexes 102-45, 102-50, 102-55, and 102-60. When using this detail with the Indexes, place the MAS devices (i.e., PCMS, PRS, and RDSU) in advance of the "Road Work Ahead" sign (W20-1F) as shown.
 - For a posted speed of 65 mph or greater, display speed with a ten mph reduction. For a posted speed of 60 mph, display a reduced speed of 55 mph. Use posted speed as the work zone speed.
 - Omit the PCMS in the median for roadways with three lanes or less in the same direction of traffic.

MISCELLANEOUS DETAILS

LAST REVISION	DESCRIPTION:	FY 2020-21 STANDARD PLANS	TEMPORARY TRAFFIC CONTROL GENERAL INFORMATION AND DEVICES	INDEX	SHEET
11/01/19				102-000	3 of 8



NOTES:

- As determined by the Engineer, use a flagger, shoulder closure, or lane closure to accommodate a significant amount of work vehicle ingress and egress.
- This Index may be applied to the medians of divided roadways.

SYMBOLS:

- Work Space

APPLIES TO TWO-LANE AND MULTILANE ROADWAYS

LAST REVISION	DESCRIPTION:	FY 2020-21 STANDARD PLANS	WORK BEYOND THE SHOULDER	INDEX	SHEET
11/01/19				102-005	1 of 1

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

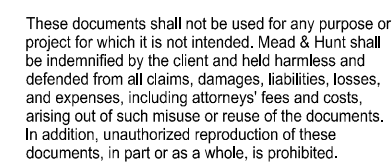
NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
FDOT TTCP
STANDARDS

SHEET NO.

C-801

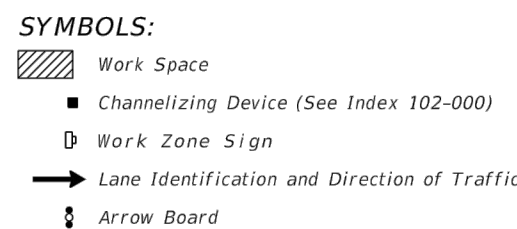


ISSUED
08/03/2020 BID SET PLANS

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET NO.

Page 657 of 657



1. L = Taper Length
 U = Buffer Length
 X = Work Zone Sign Distance
See Index 102-000 for "U", "V", "X", and channelizing device spacing values.
2. Use temporary raised rumble strips in accordance with the Plans. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign distance. See Index 102-000 for temporary raised rumble strip details.
3. If the paved shoulder is less than 4' in width, omit the taper and channelizing devices from the paved shoulder.
4. The "Speeding Fine Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-12) along with associated work zone sign distances, may be omitted when the work zone will be in place for 24 hours or less.
5. Use inverted plan of the illustrations for work on left side of roadways.
6. Temporary pavement markings may be omitted when the temporary condition is in place for 24 hours or less.

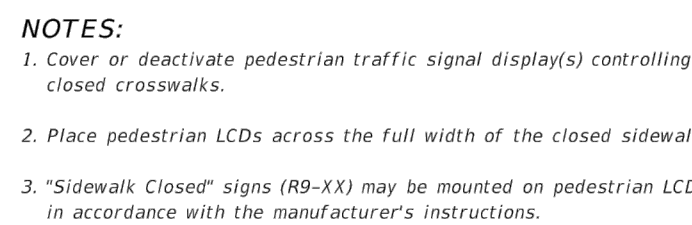
10/14/2019 8:16:10 AM



1. L = Taper Length
- X = Work Zone Sign Distance
- See Index 102-000 for "L" and "X" values.
2. For incidental work (e.g., mowing or litter removal), only the Road Work Ahead sign is required.
3. As determined by the Engineer, use a flagger or lane closure to accommodate a significant amount of work vehicle ingress and egress.
4. For work less than two feet from the traveled way and work zone speed greater than 45 MPH, use a lane closure.
5. This Index may be applied to the medians of divided roadways.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2) along with associated work zone sign distances may be omitted when the temporary condition is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the temporary condition is in place for 24 hours or less.

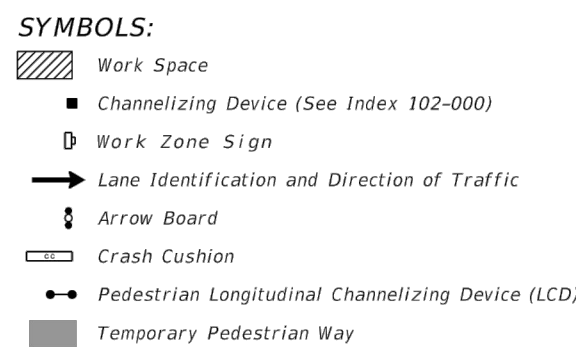
0/14/2019 8:18:11 AM

1



-  Work Space
-  Work Zone Sign
-  Lane Identification and Direction of Traffic
-  Pedestrian Longitudinal Channelizing Device (LCD)

10/14/2019 8:16:10 AM



NOTES:
 1. L = Taper Length
 U = Buffer Length
 X = Work Zone Sign Distance
 See Index 102-000 for "L", "U", "X", channelizing device spacing values.

NOTES:

1. L = Taper Length
U = Buffer Length
X = Work Zone Sign Distance
See Index 102-000 for "L", "U", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. Use temporary raised rumble strips in accordance with the Plans. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign distance. See Index 102-000 for temporary raised rumble strip details.
5. The "Speeding Fines Doubled When Workers Present" signs (MOT-103-06) and "End Road Work Zone" signs (G20-2) along with associated work zone sign distances, may be omitted when the work zone will be in place for 24 hours or less.

0/14/2019 8:18:11 AM

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

ITB #22-09

RIDGEWOOD AVE AND FARBROOK RD WATERMAIN IMPROVEMENTS



City of Port Orange Purchasing Division

Prepared by: Jen Cox, Purchasing Agent

Release Date: March 11, 2022

Bid Due Date & Time: April 8, 2022 @ 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #22-09

RIDGEWOOD AVE AND FARMBROOK RD WATERMAIN IMPROVEMENTS

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #22-09 RIDGEWOOD AVE AND FARMBROOK RD WATERMAIN IMPROVEMENTS. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on April 8, 2022** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.**

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) on **March 18, 2022** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid conference.

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 acquire the services for replacement of approximately 3,400 LF of 2" galvanized pipe or cast-iron pipe and all associated fittings, valves, and fire hydrants with 6 inch polyvinyl chloride (PVC) piping.*

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Bidders must be properly registered and licensed to provide the services identified in the scope of work, by all applicable state and local agencies.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Bids will be evaluated in accordance with 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 bidders 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 Purchasing Agent, Jen Cox, jcox@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #22-09 RIDGEWOOD AVE AND FARMBROOK RD WATERMAIN IMPROVEMENTS"** in the subject line. Last day for questions will be **March 25, 2022 by 5:00 P.M.**

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

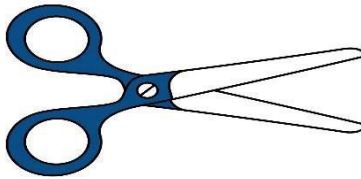
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

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

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (flash drive) version in PDF format, addressed to Jen Cox, Purchasing Agent, Purchasing Department, CityHall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/ PACKAGE** plainly marked on the outside: **"ITB #22-09 RIDGEWOOD AVE AND FARBROOK RD WATERMAIN IMPROVEMENTS"**.

[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 #22-09

BID TITLE: RIDGEWOOD AVE AND FARBROOK RD WATERMAIN
IMPROVEMENTS

DUE DATE/TIME: April 8, 2022 AT 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

BIDDER'S ADDRESS: _____

DELIVER TO: CITY OF PORT ORANGE CITY CLERK'S OFFICE
ATTN: JEN COX – PURCHASING AGENT
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

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

Contents

SECTION 1 – PURPOSE AND OVERVIEW	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK	11
SECTION 4 – STANDARD PURCHASE DEFINITIONS	12
SECTION 5 – GENERAL TERMS AND CONDITIONS	15
SECTION 6 – SPECIAL CONDITIONS	39
SECTION 7 – REQUIRED FORMS	41
FORM 7.1 – BID SUBMITTAL CHECKLIST.....	41
FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM.....	42
FORM 7.3 –ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT.....	43
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT.....	44
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	45
FORM 7.6 – ANTI-COLLUSION FORM	46
FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS	47
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	48
FORM 7.9 – LISTING OF SUBCONTRACTORS.....	50
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	51
FORM 7.11 – E-VERIFY AFFIDAVIT.....	52
FORM 7.12 – DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS... ..	53
FORM 7.13 – NO SUBMITTAL RESPONSE FORM... ..	54
ATTACHMENT 1 – SCHEDULE OF UNIT PRICING	55
BID BOND	57
PERFORMANCE & PAYMENT BOND	59
AFFIDAVIT REGARDING WORKER’S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY).....	62
LEASED EMPLOYEE AFFIDAVIT FORM (FOR INFORMATIONAL PURPOSES ONLY)	63
EJCDC AGREEMENT (FOR INFORMATIONAL PURPOSES ONLY).....	64

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for the provision of contracting for replacement of approximately 3,400 LF of 2" galvanized pipe or cast-iron pipe and all associated fittings, valves and fire hydrants with 6 inch polyvinyl chloride (PVC) piping.

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.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time)

The City reserves the right to alter dates as needed.

Date of Distribution:.....March 11, 2022
Non-Mandatory Pre-Bid Conference:.....March 18, 2022 at 10:00 A.M.
Deadline for Questions:.....March 25, 2022 by 5:00 P.M.
Final Addendum Posting:.....April 1, 2022 by 5:00 P.M.
Bids Due:.....April 8, 2022 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award.....To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Jen Cox – Purchasing Agent
Purchasing Division
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 Bidders shall clearly indicate on the outside of their bid the following:

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

Due to the timing of mail service, the City cautions Bidders to 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.

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

Offers by telephone or email shall not be accepted. Also, Bidders 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 Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

PRE-BID CONFERENCE

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB

All questions shall reference “**ITB #22-09 RIDGEWOOD AVE AND FARMBROOK RD WATERMAIN IMPROVEMENTS**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Jen Cox – Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
jcox@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. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Bidder's responsibility to be sure all correct number of addenda was received. The Bidder should verify prior to submitting a Bid that all addenda have been received. Bidders should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Bidder 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 Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS

Bidders shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

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

NO LOBBYING

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

SCHEDULE OF UNIT PRICING

Schedule of unit pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the schedule of unit pricing as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form (7.2).

BID SUBMISSION AND WITHDRAWAL

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

CORRECTION OF BIDS

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

WITHDRAWAL OF BIDS

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Bidder 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 Bidder's litigation history information in its review and determination of responsibility. All Bidders are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an

issue of responsibility, the failure to provide debarment history as required 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 BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conductor business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the bidder has attempted to give a 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 Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided 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.

REQUIRED DOCUMENTS FOR AWARDED BIDDER

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

SCOPE OF WORK:

This is for the construction of the **RIDGEWOOD WATER MAIN IMPROVEMENTS FARMBROOK ROAD TO NIVER STREET**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Replacement of approximately 3,400 LF of 2" galvanized pipe or cast-iron pipe and all associated fittings, valves, and fire hydrants with 6" polyvinyl chloride (PVC) piping via direct bury and shallow Horizontal Directional Drill (HDD) methods. Also includes installation of new water service lines and replacement of existing service lines.

SUMMARY OF WORK:

1. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all work required by these Specifications (Attachment A, Attachment B and as shown on the Drawings).
2. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
3. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
4. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.
5. Per Section 2.02 Pipe under Part 2 – Products of the Section 330507.13 Utility directional Drilling of the project specifications, Certa-Lock is not approved for the horizontal drilling portions of the project.

DRAWINGS, SPECIFICATIONS, AND REQUIREMENTS:

You can find a separate PDF of this document on the City of Port Orange website at the link below:

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

Document Title:

- **"Attachment A" ITB 22-09 Bid Set – Specifications**
- **"Attachment B" ITB 22-09 Bid Set – Drawings**

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.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerers who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive bidders/proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.

23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective bidders requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the “driver of change” and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional 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 Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.

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

[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 PROVISIONS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the number of addenda received on the "Bidder's 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 Bidder 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. Bidders should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

A Florida corporation or partnership is required to provide evidence with its response that the Bidder 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 Bidder 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 Bidders; 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

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

11. BID PROTEST

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

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he 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 TABULATION

Bidders who wish to receive a copy of the bid 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 Bidder 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 Bidder'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 Bidder the recording information for the bond to evidence that the Bidder has met the requirements of Florida law. The City will bill the cost of recording to the Bidder. Payment and Performance Bonds shall also be recorded at the Bidder'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 Bidders are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

Upon issuance of a notice of intent to award, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as Additional Insured prior to execution of the contract.

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 Bidder for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Bidder receives an executed Purchase Order for the requested change.

16. CHANGE ORDER REQUEST NOTIFICATION

The Successful Bidder 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 Bidder 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 Bidder 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. Bidder shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Bidder shall make all repairs and restorations at his expense.

18. CONDUCT OF BIDDERS

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Bidder. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing 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 Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly 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 Bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

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

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

24. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the

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

25. COPYRIGHT AND PATENT RIGHTS

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

26. COST INCURRED BY BIDDER

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

27. DAMAGE

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

28. DEBARMENT HISTORY

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

29. DEFAULT PROVISIONS

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

30. DELIVERY OF GOODS/SERVICES

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

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

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

this Competitive Solicitation shall prevail.

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

31. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER

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

- a. The ability, capacity and skill of the Bidder to perform the contract.
- b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. DISCLOSURE OF CONFLICTS

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

33. DISQUALIFICATION OF BIDDER

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

34. EVALUATION

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

35. EXCEPTIONS TO SPECIFICATIONS

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

36. E-VERIFY

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

37. FACILITIES

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

38. FAILURE TO RESPOND

If the bidder elects not to bid, please return the enclosed "No Submittal Response 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 "No Submittal Response Form", three (3) times, shall result in the bidder's name being removed from the City's mailing list.

39. FINANCIAL STABILITY

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

40. FORCE MAJEURE

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

41. 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.

42. GOVERNING LAW

Bidders shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the

provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$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.

43. GRANT FUNDING

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

44. HIPAA COMPLIANCE

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

45. IDENTICAL TIE BIDS

When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to bidders in the following sequence:

1. Drug-free workplace pursuant to Section 287.087, Florida Statutes.
2. Certified service-disabled veteran.
3. Local businesses as defined in Section 2-275 of the Code of Ordinances.
4. Firm with the lowest volume of work on City projects within the last five years. The information will be based on information provided by the Bidder, subject to verification at the City's option.

46. INDEMNIFICATION/HOLD HARMLESS

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

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

47. INDEPENDENT CONTRACTOR

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

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

48. INSPECTIONS AND TESTING

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

49. INSURANCE CANCELLATION

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

50. INSURANCE REQUIREMENTS

Bidder shall maintain insurance, as required herein, during the life of this Contract. Bidder shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Bidder shall be primary and non-contributory. All insurance coverages of the Bidder shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Bidder shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or

reduction in the policies or coverages.

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

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

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

[Remainder of this page left intentionally blank]

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
REQUIRED	<u>Workers' Compensation</u> The Bidder shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any bidder using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
REQUIRED	Comprehensive General Liability (including Completed Operations and Contractual Liability	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Bidder 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.
REQUIRED	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
REQUIRED	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

51. 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 Bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

52. IRREVOCABILITY OF RESPONSES

Each Bidder 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 Bidder.

53. 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.

54. LEGAL REQUIREMENTS

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

55. LICENSES, PERMITS AND TAXES

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

56. LITERATURE (if applicable)

If no brand, model or make is specified, Bidders shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

57. 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.

58. 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.

59. NAME BRANDS

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

60. 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 bidder under this section are the solicitation for or purchase

of goods or services, or the subcontracting of work in performance of this contract.

61. NON-EXCLUSIVITY OF CONTRACT

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

62. 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.

63. NOTICE TO BIDDER

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

64. 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. Bidder(s) may sell such commodities or services certified by the Division to State of Florida agencies at the bidder's option.

65. OTHER AGENCIES

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

66. PATENTS/COPYRIGHTS

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

67. PRE-BID CONFERENCE

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

68. 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 Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

69. 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.

70. PRICING

The Bidder 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 bidder and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting Bids/Proposals based on a Lump Sum basis, Bidders shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

71. 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.

72. 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 Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

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

74. PUBLIC ENTITY CRIMES

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

75. PUBLIC RECORDS COMPLIANCE

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Bidder does not transfer the records to the City.
- (d) Upon completion of the Contract, Bidder shall transfer to the City, at no cost, all public records in possession of the Bidder and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

76. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their 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 bidder or where a bidder answers questions. In other words, neither Bidders, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

77. PURCHASE ORDER AND DELIVERY

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

78. 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.

79. 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.

80. RECORDS/AUDIT

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

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

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

81. RECYCLED MATERIALS

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

82. 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 Buyer 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.)

83. REQUEST FOR ADDITIONAL INFORMATION

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

84. 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.

85. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

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

86. 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.

87. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

88. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

89. SAMPLES

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

90. 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.

91. 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.

92. 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.

93. SIGNED RESPONSE CONSIDERED AN OFFER

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

94. 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.

95. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Jen Cox, Purchasing Buyer, 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 Bidder and will not be opened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Bidder.

96. STATE LICENSING REQUIREMENTS

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

97. SUBCONTRACTING

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

98. SUPPLEMENTAL MATERIALS

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

99. 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.

100. TERM CONTRACTS

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

101. TERMINATION CONVENIENCE – NOTICE

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

102. TERMINATION - NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the bidder notice thirty days prior to the date of cancellation of the contract. The bidder 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.

103. 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 Bidder 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.

104. 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.

105. USE OF SOLICITATION FORMS

The Bidder shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Bidder's Acknowledgement Form contained in each Solicitation.

106. VARIANCES

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

107. BIDDER'S PRODUCT OR SERVICES

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

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

108. WAIVER OF IRREGULARITIES

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

109. WARRANTIES

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

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 Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), 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.

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 for Three Hundred & Sixty-Five (365) days from the Notice to Proceed (Final Completion Time).

No subcontractor is allowed without written approval from the City of Port Orange.

TIMELINE:

- A. Notice of Award: After bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by Public Works.
- C. Start Date and Time: After Pre-Construction Meeting.
- D. Final Completion Time: Not to exceed Three Hundred & Sixty-Five (365) days from the date of the Notice to Proceed.

ELIGIBILITY OF BIDDER:

To be eligible to respond to this ITB, the Bidders 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

The Bidder must be able to obtain both payment and performance bonds from a surety company licensed in Florida and shall submit proof of their present bonding capacity with their bid submittal package in the form of a current letter from bidder's bonding agent. If bidder does not provide a current bonding capacity letter from their bonding agent, the City reserves the right to deem the bidder non-responsive. Bidder's bonding capacity must be equal to or greater than 100% of the total amount bid.

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.

LICENSES 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 –Bidder’s Acknowledgement Form
 - _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
 - _____ Form 7.4 – Drug Free Preference Statement
 - _____ Form 7.5 – Public Entity Crimes Statement
 - _____ Form 7.6 – Anti-Collusion Form
 - _____ Form 7.7 – Statement of Bidder’s Qualifications
 - _____ Form 7.8 – Professional References for Previous Experience
 - _____ Form 7.9 – List of Subcontractors
 - _____ Form 7.10 – Local Business Affidavit of Eligibility
 - _____ Form 7.11 – E-Verify Affidavit
 - _____ Form 7.12 Debarment, Suspension and Other Responsibility Matters
 - _____ Form 7.13 – No submittal Response Form (Only required if not submitting a bid)
 - _____ Attachment 1 – Schedule of Unit Pricing
 - _____ Current Bonding Capacity Letter (as outlined in Section 6)
 - _____ Copy of License (Florida Certified General 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 – BIDDER’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the 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 Bidder/Contractor as its act and deed and that the Bidder/ Contractor is ready, willing and able to perform if awarded the contract.

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for 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 by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, 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:

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

*The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 20____, by _____ who
is personally known to me or who produced _____ as identification.*

My Commission Expires: _____

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 bidders have a drug-free workplace program.

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

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

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT 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 bidder 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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

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 BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ 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.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: _____
- H. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- I. Have you ever defaulted on a contract? If so, where and why? _____
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: _____
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$_____
- O. Give bank name, contact name and phone number: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐ YES ☐ NO

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder'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 _____ 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 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

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

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods 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 they are 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 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 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 - 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 and/or ☐ Principal Place of Business

And within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

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 and/or principal place of business 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 bidder 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.

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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ 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.



CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned, hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – FEIN)

(E-Verify Number)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

FORM 7.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS PRIMARY COVERED TRANSACTIONS

(TO BE COMPLETED BY PRIME CONTRACTOR)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

This document must be completed and returned with your Submittal

FORM 7.13 - NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: ITB #22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Please check reason for a "no response".

- ☐ Specifications "too tight" or geared toward one brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____

Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.



"ATTACHMENT 1" ITB 22-09 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE

ITB 22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.

NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED SIGNATURE:					
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
A	PRELIMINARY ITEMS				
1	Mobilization/Demobilization	1	LS	\$ -	\$ -
2	Pre-Construction Video	1	LS	\$ -	\$ -
3	Locate & Expose Existing Utilities with Conflict Sketches	1	LS	\$ -	\$ -
4	Erosion Control/Turbidity Control	1	LS	\$ -	\$ -
				Part A Subtotal	\$ -
B	POTABLE WATER SYSTEM				
1	PVC Water Main (blue) (DR18) (w/all joints restrained)				
	a) 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	\$ -	\$ -
2	Water Main by Horizontal Directional Drill				
	a) 6" C-900 FPVC (3,230 LF shown)	3,400	LF	\$ -	\$ -
3	Resilient Seat Gate Valve & Box (with concrete collars)				
	a) 6"	13	EA	\$ -	\$ -
4	Tapping Sleeve				
	a) 8" x 6"	1	EA	\$ -	\$ -
5	Insertion Valve/Line Stop				
	a) 6" Insert Valve	1	EA	\$ -	\$ -
	b) 8" Insert Valve	1	EA	\$ -	\$ -
	c) 2" Line Stop	4	EA	\$ -	\$ -
	d) 6" Line Stop	2	EA	\$ -	\$ -
	e) 8" Line Stop	1	EA	\$ -	\$ -
6	Tie-In (Fittings and Restraints)				
	a) 2" to 6"	1	EA	\$ -	\$ -
	b) 6" to 6"	3	EA	\$ -	\$ -
7	DIP Fittings Add or Delete	3	TN	\$ -	\$ -
8	Water Services				
	a) 2"	14	EA	\$ -	\$ -
9	Blow Off Assembly	2	EA	\$ -	\$ -
10	Water Meter "Cut-Over"	18	EA	\$ -	\$ -
11	Remove Existing Fire Hydrant Assembly	2	EA	\$ -	\$ -
12	Furnish and Install Fire Hydrant Assembly	4	EA	\$ -	\$ -
13	2" Temporary Jumper (w/1" service) per parcel	18	EA	\$ -	\$ -
14	Cap or Plug, Grout Filling and Abandon Existing Water Main	1	LS	\$ -	\$ -
15	Removal of Transite Pipe	1	LS	\$ -	\$ -
16	Swab by "Pigging" New Water Main				
	a) 6"	3,670	LF	\$ -	\$ -
17	Unsuitable Material Excavation	100	CY	\$ -	\$ -
18	Bulk Concrete	10	CY	\$ -	\$ -
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	\$ -	\$ -
20	Rock Excavation	10	CY	\$ -	\$ -
				Part B Subtotal	\$ -

C	RESTORATION AND GENERAL ITEMS				
1	Open Cut and Repair Asphalt	150	SY	\$ -	\$ -
2	Concrete Pavement/Sidewalks				
	a) Driveways, 6" thick fibermesh	180	SY	\$ -	\$ -
	b) Sidewalks, 2,500 psi	320	SY	\$ -	\$ -
3	Concrete Curb (0 LF shown)	175	LF	\$ -	\$ -
4	ADA Detectable Surface	40	SF	\$ -	\$ -
5	Furnish and Install Sod				
	a) Bahia	500	SY	\$ -	\$ -
6	Maintenance of Traffic	1	LS	\$ -	\$ -
7	Compliance with Florida "Trench Safety Act"	1	LS	\$ -	\$ -
8	Layout, As-built and Record Drawing Preparation	1	LS	\$ -	\$ -
				Part C Subtotal	\$ -
				TOTAL BID (Parts A, B and C)	\$ -
Confirm the number of calendar days to complete upon receipt of Notice to Proceed:					Days
Shall warrant all materials, labor and workmanship for the minimum period of:					Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

BID BOND

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the 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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

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

Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: \$ _____

**City Project Number: ITB 22-09 Ridgewood Avenue and Farmbrook
Watermain Improvements**

Description of Work: Ridgewood Avenue and Farmbrook Watermain Improvements

Project Location: Portions of Ridgewood Avenue Right-of-Ways from approximately Niver Street to
Farmbrook Road Port Orange, Florida 32129

Legal Description: Portions of Ridgewood Avenue Right-of-Ways from approximately Niver Street to
Farmbrook Road, within City of Port Orange, Volusia County, Florida for all public
works identified in ITB 22-09

Front Page

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

ITB 22-09 Ridgewood Avenue and Farmbrook Road Watermain Improvements

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND /100 DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Principal)

(As to Corporate Principal) Secretary

By: _____
_____, _____

(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.

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.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____

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

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129**

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

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

Watermain improvements between Niver Street and Farmbrook Road on Ridgewood Avenue (US1), which shall include replacement of approximately 3,400 linear feet (“LF”) of 2” galvanized pipe or cast iron pipe and all associated fittings, valves, and fire hydrants with 6” polyvinyl chloride (“PVC”) piping.

ARTICLE 2 – THE PROJECT

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

ITB 22-09 Ridgewood Watermain Extension Farmbrook to Niver

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the Project Engineer, Andrew Giannini, P.E. (“Engineer”), and shall act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 330 days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 365 days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 63 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$0.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

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

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

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

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>

See Attachments

Total of all Bid Prices (Unit Price Work) \$0.00

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

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

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor’s receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Combination Payment and Performance Bond (pages 1 to __, inclusive).
 - 3. General Conditions (pages 1 to 69, inclusive).
 - 4. Supplementary Conditions (pages 1 to 7, inclusive).
 - 5. Technical Specifications as listed in ITB 22-09 Ridgewood Watermain Improvements Farmbrook Rd. to Niver St. as identified in “Section 3 - Scope of Work” (pages 1 to 240, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
 - 6. Bid Plans as listed in ITB 22-09 Ridgewood Watermain Improvements Farmbrook Rd. to Niver St. as identified in “Section 3 – Scope of Work” (pages 1 to 18, inclusive).
 - 7. Addendum No. __ (page __, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor’s Bid Schedule of Unit Prices (page __, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
 - 1. Affidavit Regarding Workers’ Compensation (page 1, inclusive).
 - 2. Leased Employee Affidavit Exhibit (page 1, inclusive).
 - c. Exhibit No. 2 Contractor’s Proposal (pages __ to __, inclusive).
 - d. Composite Exhibit No. 3 City’s Invitation to Bid Request No. 22-09 (pages 1 to __, inclusive).

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

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

10.07 *No Intended Third-Party Beneficiaries*

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

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

CITY OF PORT ORANGE

Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, MMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

Contractor

By: _____

Title: _____

Date: _____

Attest: _____

Title: _____

Address for giving notices:

Telephone: (____) ____-____ E-Mail: _____

License No.: _____

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845

Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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

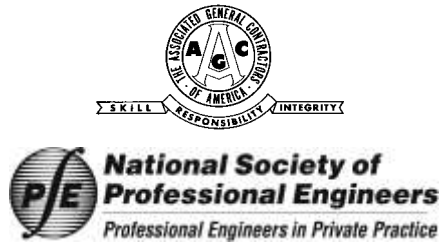
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents.....	6
2.03 Notice to Proceed; Starting the Work.....	6
2.04 Starting the Work.....	7
2.05 Before Starting Construction.....	7
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse.....	8
3.01 Intent	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	9
3.04 Amending and Supplementing Contract Documents	10
3.05 Reuse of Documents	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	11
4.01 Availability of Lands	11
4.02 Subsurface and Physical Conditions.....	11
4.03 Differing Subsurface or Physical Conditions	12
4.04 Underground Facilities	13
4.05 Reference Points.....	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers.....	16
5.03 Certificates of Insurance	17
5.04 Contractor’s Insurance.....	17
5.05 Owner’s Liability Insurance.....	19
5.06 Property Insurance	19
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds	21
5.09 Acceptance of Bonds and Insurance; Option to Replace	21

5.10	Partial Utilization, Acknowledgment of Property Insurer	22
Article 6 – Contractor’s Responsibilities		
6.01	Supervision and Superintendence	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	23
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”.....	23
6.06	Concerning Subcontractors, Suppliers, and Others	26
6.07	Patent Fees and Royalties.....	27
6.08	Permits	27
6.09	Laws and Regulations.....	28
6.10	Taxes	28
6.11	Use of Site and Other Areas.....	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples.....	30
6.18	Continuing the Work	32
6.19	Contractor’s General Warranty and Guarantee	32
6.20	Indemnification	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site.....		
7.01	Related Work at Site	34
7.02	Coordination	35
7.03	Legal Relationships.....	35
Article 8 – Owner’s Responsibilities		
8.01	Communications to Contractor	36
8.02	Replacement of Engineer	36
8.03	Furnish Data	36
8.04	Pay When Due.....	36
8.05	Lands and Easements; Reports and Tests	36
8.06	Insurance	36
8.07	Change Orders.....	36
8.08	Inspections, Tests, and Approvals	36
8.09	Limitations on Owner’s Responsibilities	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements	37
8.12	Compliance with Safety Program	37
Article 9 – Engineer’s Status During Construction		
9.01	Owner’s Representative.....	37
9.02	Visits to Site	37
9.03	Project Representative	38

9.04	Authorized Variations in Work.....	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments	38
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work.....	39
9.09	Limitations on Engineer’s Authority and Responsibilities	39
9.10	Compliance with Safety Program	40
Article 10 –	Changes in the Work; Claims.....	40
10.01	Authorized Changes in the Work.....	40
10.02	Unauthorized Changes in the Work.....	40
10.03	Execution of Change Orders	40
10.04	Notification to Surety.....	41
10.05	Claims	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work	42
11.01	Cost of the Work	42
11.02	Allowances	45
11.03	Unit Price Work	45
Article 12 –	Change of Contract Price; Change of Contract Times	46
12.01	Change of Contract Price.....	46
12.02	Change of Contract Times.....	47
12.03	Delays	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work	48
13.01	Notice of Defects	48
13.02	Access to Work	48
13.03	Tests and Inspections	48
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work	50
13.06	Correction or Removal of Defective Work.....	50
13.07	Correction Period	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work	51
Article 14 –	Payments to Contractor and Completion.....	52
14.01	Schedule of Values	52
14.02	Progress Payments	52
14.03	Contractor’s Warranty of Title.....	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization	56
14.06	Final Completion- Punchlist.....	56
14.07	Final Payment.....	57
14.08	Final Completion Delayed	58
14.09	Waiver of Claims	58

Article 15 – Suspension of Work and Termination	59
15.01 Owner May Suspend Work	59
15.02 Owner May Terminate for Cause	59
15.03 Owner May Terminate For Convenience.....	60
15.04 Contractor May Stop Work or Terminate	60
Article 16 – Dispute Resolution	61
16.01 Methods and Procedures.....	61
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	62
17.03 Cumulative Remedies.....	62
17.04 Survival of Obligations.....	62
17.05 Controlling Law	62
17.06 Headings	62

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer and Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer and/or Owner which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; (iii) achieve Final Completion; and (iv) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Punchlist* – The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.
37. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
50. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or

providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

53. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. is failing or has been damaged.

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request such as the specific additional insured endorsement included in the liability policy) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5 and/or the Supplementary Conditions.

2.02 *Copies of Documents*

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

2.03 *Notice to Proceed; Starting the Work*

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

2.04 N/A

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer and Owner for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, and identifying the Substantial Completion and Final Completion dates;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts / line-items in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer or Owner, and others as appropriate will be held to review for acceptability to Engineer or Owner as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted and approved by Engineer and Owner.
1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such

acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents (*e.g.*, answering Requests for Information) shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements and dimensions. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04 below.
3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting

from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. *N/A*
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions may identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstance relieve Contractor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after first becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition within 5 days. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03; and
 - c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A within 5 days after first becoming aware of such condition.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after first becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer within 5 days. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and

drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work or identified in a report listed in the Supplemental Conditions. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible or if such condition is caused by the negligence, recklessness, or intentional misconduct of Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing) within 5 days of first becoming aware of the condition. Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor cannot agree as to entitlement

to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. N/A
- H. N/A
- I. N/A

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. All bonds shall be in the form prescribed by the Contract Documents. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. *N/A*
- F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds for ongoing and completed operations, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 6.20 below and as otherwise set forth in the Contract;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for 10 years after Substantial Completion.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.

- C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.
- D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. *N/A*

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. *N/A*

E. *N/A*

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

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

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

B. *N/A*

C. *N/A*

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

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and, only if applicable, the cost thereof covered by an appropriate Change Order.

B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

5.09 *Acceptance Insurance; Option to Replace*

A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract

Documents, Owner shall notify Contractor in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

- B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. N/A

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
 - 3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor,

Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. *N/A*
- C. *N/A*

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. *N/A*

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show as-built conditions and changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. thoroughly reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements regarding payment or otherwise, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others;
 7. any correction of defective Work by Owner; or
 8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 *Indemnification*

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

personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C or as otherwise provided in Florida Statute §218.735.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. N/A

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods,

techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to Engineer seeking clarification as to an aspect of the Contract Documents. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. *N/A*
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05 that are then resolved by the parties to the Agreement.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those otherwise waived pursuant to the Contract, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.
- B. *Notice:* Unless as otherwise set forth herein, written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with detailed, supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant take one of the following actions in writing:
 1. deny the Claim in whole or in part;
 2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. *N/A*
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.
- G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence, recklessness, or intentional misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items are estimates and solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price shall be guaranteed and will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1

and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall only be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, acts of God, acts

or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall only be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the

Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after 7 days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation

warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor (in a form approved by Owner) certifying that all previous progress payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.
- 6. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any undisputed amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion subject to the Certificate of Occupancy (or Completion).
- D. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the Punchlist.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Completion- Punchlist*

- A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is \$10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.

- B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.
- C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 *Final Payment*

A. Application for Payment:

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

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09 below. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer;
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 - 5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or
 - 6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such

unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within 5 days of the notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon 5 days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. N/A; and
 - 4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority or (ii) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03. Contractor, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph. Contractor, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, or an overnight carrier (such as UPS or FedEx) to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state of Florida.

17.06 *Headings*

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

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

SC-4.02	Subsurface and Physical Conditions
SC-4.06	Hazardous Environmental Conditions
SC-5.04	Contractor's Liability Insurance
SC-5.06	Property Insurance
SC-6.06	Concerning Subcontractors, Suppliers, and Others
SC-12.01	Change of Contract Price
SC-17-07	Public Records Compliance
SC-17-08	Examination of Records
SC-17-09	Sovereign Immunity

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

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

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

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

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

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

- | | |
|---|----------------|
| a. General Aggregate | \$1,000,000.00 |
| b. Products - Completed Operations Aggregate | N/A |
| c. Personal and Advertising Injury | \$1,000,000.00 |
| d. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000.00 |
| e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable. | |
| f. Excess or Umbrella Liability | |
| ☒ General Aggregate | \$1,000,000.00 |
| ☒ Each Occurrence | \$500,000.00 |

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

SC-5.06 *Property Insurance*

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

-SC-6.06 *Concerning Subcontractors, Suppliers, and Others*

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

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

SC-12.01 *Change of Contract Price*

SC-12.01.C *Contractor's Fee.* Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be

no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-17-07 *Public Records Compliance*

SC-17-07 Add the following new paragraph immediately after Paragraph 17.06:

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

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

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

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

SC-17-08 *Examination of Records*

SC-17-08 Add the following new paragraph immediately after Paragraph 17.07:

A. *Examination of Records.*

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

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

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

SC-17-09 *Sovereign Immunity*

SC-17-09 Add the following new paragraph immediately after Paragraph 17.08:

A. *Sovereign Immunity.* The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the

City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.



End of Solicitation Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 100 Rialto Place, Suite 900 Melbourne FL 32901		CONTACT NAME: Myriam Beigel CISR PHONE (A/C, No, Ext): (321) 757-8686 E-MAIL ADDRESS: Myriam.Beigel@bbrown.com FAX (A/C, No): (321) 757-8687	
INSURED General Underground, LLC PO BOX 870 Chiefland FL 32644		INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: Auto Owners Insurance Company INSURER C: Ascot Specialty Insurance Company INSURER D: Evanston Insurance Company INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL223232310**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		600 GL 0208257-00	03/23/2022	03/23/2023	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			51-683-450-00	03/23/2022	03/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			ESXS2210000906-01	03/23/2022	03/23/2023	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
	PER STATUTE OTH-ER						
	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	N / A					E.L. EACH ACCIDENT \$
E.L. DISEASE - EA EMPLOYEE \$							
E.L. DISEASE - POLICY LIMIT \$							
D	POLLUTION LIABILITY			CPLMOL107422	07/19/2021	07/19/2022	Per Occurrence \$1,000,000
	Aggregate \$1,000,000						
	Incidental Professional \$1,000,000						

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

Certificate holder, city officers, employees, directors, partners, and agents are additional insured where required by written contract.
Owner: City of Port Orange 1000 City Center Circle Port Orange, FL 32129

Project: ITB #22-09 RIDGEWOOD AVE AND FARBROOK RD WATER MAIN IMPROVEMENTS

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange
1000 City Center Circle

Port Orange

FL 32129

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2022

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 Doug Jones (Oasis) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (888) 627-4735		
	E-MAIL ADDRESS: workcomp@oasispeo.com		
INSURED Oasis, a Paychex Company Alt. Emp: General Underground LLC 2054 Vista Parkway Ste 300 West Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Zurich Insurance Company		40142
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 21FL281991730 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

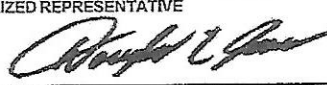
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WC 67-35-454-02	06/01/2021	06/01/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2021	06/01/2022	Client# 701187-1

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

Coverage is provided for only those co-employees of, but not subcontractors to:

General Underground LLC
11490 NW 115TH ST
Chiefland, FL 32626

City of Port Orange
Ridgewood Ave & Farmbrook Rd Water Main Improvements
ITB# 22-09

CERTIFICATE HOLDER City of Port Orange 1000 City Center Circle Port Orange, FL 32129	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # ITB #22-06

☒ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: A. G. Pifer Construction Co., Inc

Signature of Owner/Officer: _____

Title: President

Date: 04/21/2022

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 Florida

County of Volusia

I, Anthony Gregg Pifer, 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 American Interstate Insurance Company Company, under the terms of Policy Number AVWCFL2918922021 for a period from 08/22, 2021 to 08/22, 2022

WITNESS:

By: [Signature]

Name: William DeMattia

CONTRACTOR:

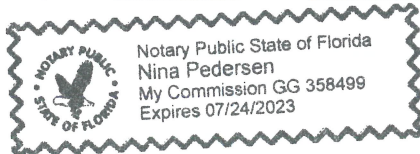
Company: A. G. Pifer Construction Co., Inc

By: [Signature]

Name/Title: Anthony Gregg Pifer, President

Sworn to and subscribed before me this 21st day of April, 2022.

My Commission Expires: 07/24/2023



[Signature]
Notary Public

Nina Pedersen

Notary Public Printed Name

"ORIGINAL"

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Bidder's Acknowledgement Form
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Anti-Collusion Form
- ☒ Form 7.7 – Statement of Bidder's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – List of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ Form 7.11 – E-Verify Affidavit
- ☒ Form 7.12 Debarment, Suspension and Other Responsibility Matters
- ☐ Form 7.13 – No submittal Response Form (Only required if not submitting a bid)
- ☒ Attachment 1 – Schedule of Unit Pricing
- ☒ Current Bonding Capacity Letter (as outlined in Section 6)
- ☒ Copy of License (Florida Certified General 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 Underground, LLC
Name of Business


Authorized Signature

April 7th, 2022
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the 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 Bidder/Contractor as its act and deed and that the Bidder/ Contractor is ready, willing and able to perform if awarded the contract.

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for 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 Underground, LLC
NAME OF BUSINESS

CB
AUTHORIZED SIGNATURE

Chris Brown, President, Managing Member
NAME, TITLE, TYPED

FEIN # 20-5668413
FEDERAL IDENTIFICATION #

PO. Box 870
MAILING ADDRESS

Chiefland, FL 32644
CITY, STATE & ZIP CODE

(352) 493-7782 / (352) 493-7785
TELEPHONE NUMBER / FAX NUMBER

chrisbrown@generalunderground.com
E-MAIL ADDRESS

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of APRIL, 2022, by Chris Brown, as President, Managing Member of General Underground, LLC, a Corporation. He or she is ☒ personally known or ☐ produced as identification.



Daria C. Brownell
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, 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: 3/28/2022 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:

General Underground, LLC
Name of Business

By: CB
Printed Name: Chris Brown
Title: President, Managing Member

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ✓ physical presence or
_____ online notarization, this 6th day of APRIL, 20 22, by Chris Brown who
is personally known to me or who produced _____ as identification.

My Commission Expires: 02/05/2024

Dana C. Brownell
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and
expiration:



This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 Underground, LLC

Name of Business

By: CB

Printed Name: Chris Brown

Title: President, Managing Member

STATE OF FLORIDA

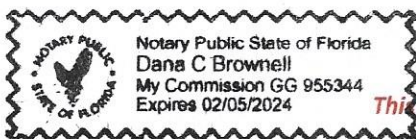
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 6th day of APRIL, 2022, by Chris Brown who is personally known to me or who produced as identification.

My Commission Expires: 02/05/2024

Dana C. Brownell
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT 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 Chris Brown, who, being by me first duly sworn, made the following statement:

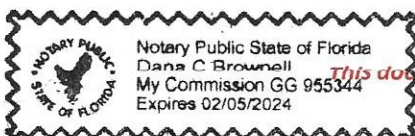
1. The business address of General Underground, LLC (name of Offeror or business) is PO. Box 870 Chiefland, FL 32644.
2. My relationship to General Underground, LLC (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such 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 bidder 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.)**~~

General Underground, LLC
Name of Business
By: CB
Printed Name: Chris Brown
Title: President, Managing Member

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ✓ physical presence or
online notarization, this 6th day of APRIL, 2022, by Chris Brown who
is personally known to me or who produced _____ as identification.

My Commission Expires: 02/05/2024



Dana C. Brownell
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and
expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION 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 BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: General Underground, LLC

SIGNED BY: 

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

PRINTED SIGNATURE: Chris Brown

TITLE: President, Managing Member

ADDRESS: PO Box 870

CITY: Chiefland STATE: FL ZIP CODE: 32644

TELEPHONE: (352) 493-7782 FAX: (352) 493-7785

COMPLETION TIME: Substantially Complete 335 Days / Complete 365 Days

F.E.I.N. NUMBER: 20-5668413

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.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder: General Underground, LLC
- B. Permanent main office address: 11490 NW 115th Street Chiefland, FL 32626
- C. Date organized: 10/4/2006
- D. If a corporation, where incorporated: FLORIDA
- E. How many years have you been engaged in the business under your present firm or trade name? 15 yrs 6 mths
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: Directional Drilling
- 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: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: Reynolds Water System Improvements / Saxon Ridge Reclaimed Water Main
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ 750,000.00
- O. Give bank name, contact name and phone number: Drummond Community Bank / Rob Alexander / (352) 528-1707
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒ YES ☐ NO

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

General Underground, LLC
Name of Business
By: CB
Printed Name: Chris Brown
Title: President, Managing Member

STATE OF: FLORIDA
COUNTY OF: LEVY

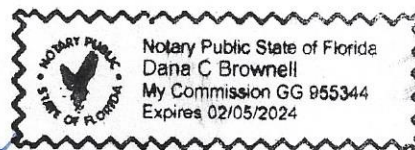
Sworn to (or affirmed) and subscribed before me this 6th day of APRIL, 2022,
by Chris Brown and who:

[Notary: Please select one]

- ☒ Is personally known to me; or
☐ Has produced _____ as identification.

Notary Public, State of: FLORIDA

Printed, typed or stamped name, commission and expiration:



Dana C. Brownell

This document must be completed and returned with your Submittal



General Underground LLC

PO Box 870
Chiefland, FL 32644

PO Box 315
Lake Helen, FL 32744

CITY of PORT ORANGE

ITB #22-09

RIDGEWOOD AVENUE AND FARMBROOK ROAD TO NIVER STREET

WATER MAIN IMPROVEMENTS

STATEMENT OF VENDOR'S QUALIFICATIONS

ATTACHMENTS

#7.7-F CONTACTS ON HAND

#7.7-J RECENT PROJECTS COMPLETED

#7.7 K- MAJOR EQUIPMENT CURRENTLY OWNED OR LEASED

#7.7-M EXPERIENCE OF PRINCIPAL MEMBERS



General Underground LLC
PO Box 870
Chiefland, FL 32644

PO Box 315
Lake Helen, FL 32744

CITY of PORT ORANGE

ITB #22-09

RIDGEWOOD AVENUE AND FARMBROOK ROAD TO NIVER STREET

WATER MAIN IMPROVEMENTS

STATEMENT OF VENDOR'S QUALIFICATIONS

#7.7-F CONTACTS ON HAND

Owner: City of DeLand
Project: FY 2021 Water Main Improvements
Contract Amount: \$1,187,794.50
Anticipated Completion Date: End of June 2022

Owner: City of Deltona
Project: Group 1 Water Main Replacement Rebid
Contract Amount: \$2,415,109.00
Anticipated Completion Date: End of May 2022



General Underground LLC

PO Box 870
Chiefland, FL 32644

PO Box 315
Lake Helen, FL 32744

CITY of PORT ORANGE

ITB #22-09

RIDGEWOOD AVENUE AND FARBROOK ROAD TO NIVER STREET

WATER MAIN IMPROVEMENTS

STATEMENT OF VENDOR'S QUALIFICATIONS

#7.7-J PROJECTS RECENTLY COMPLETED

Owner: Town of Callahan

Project: SRF Water Main and Force Main Replacement / Extension

Contract Amount: \$965,263.00

Completed Date: February 2022

Owner: City of Edgewater

Project: ITB 21 -ES-004 South Ridgewood Ave Water Main Extension SR442(Indian River Blvd) to Riverside Drive

Contract Amount: \$419,810.00

Completed Date: September 2021

Owner: City of Green Cove Springs

Project: Reynolds Water System Improvements

Contract Amount: \$997,499.00

Completed Date: June 2021

7.7-J Projects Recently Completed Continued:

Owner: City of Deltona
Project: PW 202-03 Saxon Ridge Reclaimed Water Main Extension
Contract Amount: \$939,929.50
Completed Date: February 2021

Owner: City of Port Orange
Project: ITB#19-12
Contract Amount: \$2,149,764.10
Completed Date: February 2021

Owner: City of Deltona
Project: PW 19-02 Reclaimed Water Main Extensions Parts A, B, C & D
Contract Amount: \$2,299,872.30
Completed Date: February 2020

General Underground

Equipment List

Manufacturer	Type	Year	Condition	Leased/ Owned
John Deere	Excavator w/ Bucket	2021	Excellent	Leased
John Deere	Excavator	2017	Excellent	Leased
John Deere 524	Loader	2016	Excellent	Leased
Caterpillar	Skid steer	2006	Good	Owned
Scat Trak	Skid Steer	2001	Good	Owned
Vermeer	Directional Drill 7x11	2006	Good	Owned
Vermeer	Directional Drill 24 x40	2016	Excellent	Owned
Vermeer	Directional Drill 33x44	2001	Good	Owned
Vermeer	Directional Drill 33x44	2001	Good	Owned
Vermeer	Directional Drill 33x44	2001	Good	Owned
Vermeer	Directional Drill 80x120	2001	Good	Owned
Vactron	Vacuum Truck 800 Gal	2005	Good	Owned
Ring-o-matic	Vacuum Truck 750 Gal	2007	Good	Owned
Bobcat	Mini Excavator 325	2008	Good	Owned
Vermeer	(2) Mixing System 500	2005	Good	Owned
Ditch Witch	(3) Mixing System 1000	2004	Good	Owned
Digitrak	Mark V Locator	2010	Good	Owned
Digitrak	SE Locator	2014	Good	Owned
Connectra	414 Fusing Machine	2010	Good	Owned
Digitrack	F2 Locator	2016	Excellent	Owned
Mc Elroy	Fusion Machine 1-4"	2012	Good	Owned
Hyster	Off Road Forklift	2001	Good	Owned

IHI	IHI 65NX Excavator	2008	Good	Leased
Central Plastics	Electrofusion Machine	2009	Good	Owned
Manufacturer	Type	Year	Condition	Leased/ Owned
Vermeer	Directional Drill 33x44	2001	Average	Owned
Barbco	Directional Drill BD80	2014	Excellent	Owned
Barbco	Directional Drill BD-80	2013	Excellent	Owned
IHI	IHI 65NX	2010	Excellent	Leased
IHI	IHI 65NX	2010	Excellent	Leased
Dodge	Ram 4500	2012	Excellent	Leased
Dodge	Ram 3500	2014	Excellent	Leased
Dodge	Ram 3500	2017	Excellent	Leased
Dodge	Ram 3500	2018	Excellent	Leased
Dodge	Ram 3500	2018	Excellent	Leased
Dodge	Ram 3500	2020	Excellent	Leased
BMW	528-I	2010	Excellent	Leased
Dodge	Ram	2012	Good	Leased
Freightliner	Semi	2000	Average	Owned
Freightliner	Semi	1998	Average	Owned
International	Semi	1993	Average	Owned
Ford	Truck	2005	Average	Owned
Chevrolet	Truck	2007	Good	Owned
Chevrolet	Truck	1997	Good	Owned
Dodge	Ram 3500	2022	Excellent	Leased

CHRIS BROWN

PO BOX 315 LAKE HELEN, FL 32744 | 305-498-9433 | chrisbrown@generalunderground.com

Education

HIGH SCHOOL DIPLOMA | 1990 | SOUTH DADE SENIOR HIGH SCHOOL
. MAJOR: ENGINEERING
. RELATED COURSEWORK: MATHEMATICS

Qualifications

CURRENTLY SOLE OPERATING MANAGER OF GENERAL UNDERGROUND, LLC

Training and Certifications

PIPE FUSION, GENERAL CONTRACTING, WIND MITIGATION, STEEL DESIGN & CONSTRUCTION, BUILDING ENERGY EFFICIENCIES, TRAINING IN CONFINED SPACES IN CONSTRUCTION, MOLD REMEDIATION, BUILDING CODE TRAINING.

EXPERIENCE:

PROJECT MANAGER: TOWN OF CALLAHAN / SRF WATER MAIN AND FORCE MAIN EXTENSIONS / REPLACEMENTS | FEBRUARY 2021 TO FEBRUARY 2022

PROJECT MANAGER: CITY OF EDGEWATER / ITB 21-ES-004 SOUTH RIDGEWOOD AVE WATER MAIN EXTENSION SR442 (INDIAN RIVER BLVD) TO RIVERSIDE DRIVE | JUNE 2021 TO SEPTEMBER 2021

PROJECT MANAGER: CITY OF GREEN COVE SPRINGS / LC 2020-06 REYNOLDS WATER SYSTEM IMPROVEMENTS | JUNE 2020 TO JUNE 2021

PROJECT MANAGER: CITY OF DELTONA / PW 2020-03 SAXON RIDGE RECLAIMED WATER MAIN EXTENSIONS | JULY 2020 TO FEBRUARY 2021

PROJECT MANAGER: CITY OF OCOEE / ITB#20-007 THE HAMMOCKS RECLAIM WATER RETROFIT | SEPTEMBER 2020 TO JANUARY 2021

PROJECT MANAGER: CITY OF PORT ORANGE / ITB#19-12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS | JANUARY 2020 TO JANUARY 2021

PROJECT MANAGER: CITY OF DELTONA / #PW 19-02 RECLAIMED WATER MAIN EXTENSION'S PARTS A, B, C, & D | APRIL 2019 TO FEBRUARY 2020

PROJECT MANAGER: CITY OF TAMPA / #18-C-00032 PRESCOTT PUMP STATION FORCE MAIN | JUNE 2019 TO FEBRUARY 2020

PROJECT MANAGER: CEDAR KEY WATER AND SEWER DISTRICT / PROJECT NO.0605-27-1 FORCE MAIN REPLACEMENT AT BRIDGES | AUGUST 2019 TO DECEMBER 2019

PROJECT MANAGER: POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA/ #18-271 CRUSA DISTRIBUTION SYSTEM IMPROVEMENTS W-I & W-J | NOVEMBER 2018 TO APRIL 2019

PROJECT MANAGER: CITY OF TARPON SPRINGS / WESTWINDS/GRASSEY POINTE RESIDENTIAL RECLAIMED WATER DISTRIBUTION SYSTEM | JUNE 2018 TO FEBRUARY 2019

PROJECT MANAGER: CITY OF MELBOURNE / NO. 32015 – LIFT STATION NO.20 FORCE MAIN REPLACEMENT | MAY 2018 TO OCTOBER 2018

PROJECT MANAGER: TOWN OF LADY LAKE / NO.2018-001 SKYLINE WATER MAIN REPLACEMENT PROJECT | MAY 2018 TO OCTOBER 2018

PROJECT MANAGER: CITY OF ORMOND BEACH / SOUTH PENINSULA RECLAIMED WATER MAIN EXPANSION | MAY 2017 TO MARCH 2018

PROJECT MANAGER: CITY OF NEW SMYRNA BEACH UTILITIES COMMISSION / REPLACE 12" WATER MAIN AT TURNBULL BAY BRIDGE | MARCH 2018 TO APRIL 2018

PROJECT MANAGER: CITY OF TARPON SPRINGS / PINELLAS AVENUE WATER MAIN EXTENSION | NOVEMBER 2016 TO APRIL 2017

PROJECT MANAGER: CITY OF VENICE / RECLAIMED WATER MAIN DISTRIBUTION SYSTEM IMPROVEMENTS | MARCH 2017 TO JUNE 2017

PROJECT MANAGER: CITY OF DELAND / 2015 WATER MAIN EXTENSION | FEBRUARY 2016 TO JANUARY 2017

PROJECT MANAGER: CITY OF ORMOND BEACH / 2" WATER MAIN REPLACEMENT NORTH PENINSULA AREA 2 | MAY 2015 TO OCTOBER 2016

PROJECT MANAGER: INDIAN RIVER COUNTY BOCC / 8" WATER MAIN EXTENSION ON INDIAN RIVER DRIVE SOUTH OF ROSELAND ROAD | AUGUST 2015 TO FEBRUARY 2016

PROJECT MANAGER: CITY OF FANNING SPRINGS / COLLEGE OF CENTRAL FLORIDA WASTE WATER SYSTEM | JANUARY 2015 TO JULY 2015

PROJECT MANAGER: CITY OF DELAND / FY-2014 WATER MAIN IMPROVEMENTS | NOVEMBER 2015 TO DECEMBER 2016

PROJECT MANAGER: CITY OF DELAND / FY-2013 WATER MAIN IMPROVEMENTS | MARCH 2014 TO JANUARY 2015

**PROJECT MANAGER: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS / SUNSET
PARK WATER MAIN REPLACEMENT | AUGUST 2014 TO MAY 2015**

**PROJECT MANAGER: CITY OF EDGEWATER / WEST TURGOT RECLAIMED WATER LINE |
AUGUST 2014 TO NOVEMBER 2014**

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

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

(Do not include the City of Port Orange)

1. Company Name: City of Deltona
Contact Person: Jeff Elder
City, State: Deltona, Florida
Telephone Number: (386) 804-8360
Email Address: jelder@deltonafl.gov
Description of goods or
Services provided: 6,223 LF of 8", 12" PVC & 14" HDPE by HDD, Services, Gate Valve & Boxes
Contract Amount: \$939,929.50
Start/End Date of Contract: July 2020 / February 2021
2. Company Name: City of Green Cove Springs
Contact Person: Scott Schultz
City, State: Green Cove Springs, Florida
Telephone Number: (904) 219-7540
Email Address: sschultz@greencovesprings.com
Description of goods or
Services provided: 7,200 LF of 8", 10", & 12" FPVC Water Main & 4,700 LF of 6" FPVC Force Main By HDD
Contract Amount: \$997,499.00
Start/End Date of Contract: June 2020 / June 2021
3. Company Name: Town of Callahan
Contact Person: Mike Williams
City, State: Callahan, Florida
Telephone Number: (904) 879-3801
Email Address: pwd@townofcallahan-fl.gov
Description of goods or
Services provided: 1,732 LF of 8" FPVC FM, 9,226 Lf of 4", 6" & 8" FPVC WM, Services, Gate Valve & Boxes
Contract Amount: \$965,226.00
Start/End Date of Contract: February 2021 / February 2022

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

List 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	Jeff Elder	(386) 804-8360	Y	3 Yrs	Installation of HDPE, FPVC by HDD Gate Valves, Valve Boxes, RPZ's, Service Lines, Fire Hydrants
2	Scott Schultz	(904) 219-7540	Y	2 Yrs	Installation of FPVC Water Main and Force Main by HDD. Gate Valve and Valve Boxes, Services, Fire Hydrants RPZ and Marker Balls
3	Mike Williams	(904) 879-3801	N	1 Yr	Installation of FPVC Water Main and Force Main by HDD, Gate Valve and Valve Boxes, Services, Fire Hydrants

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: A & R Video

Description of Work: (Pre-Construction) Video's entire project prior to any work commences.

Percent of Contract Price: 1%

Previous Experience Together ☒ Yes ☐ No

Subcontractor No. 2

Name: Action Industries

Description of Work: Installation of Tapping Sleeve & Valves, Insertion Valves and Line Stops

Percent of Contract Price: 3%

Previous Experience Together ☒ Yes ☐ No

Subcontractor No. 3

Name: Sula Sod

Description of Work: Delivery and Installation of Bahia St. Augustine Sod.

Percent of Contract Price: 4%

Previous Experience Together ☒ Yes ☐ No

Subcontractor No. 4

Name: FORMASTERS Concrete Specialist

Description of Work: Perform the installation of Pouring Concrete Sidewalks, Driveways, Curbing

Percent of Contract Price: 6%

Previous Experience Together ☒ Yes ☐ No

Subcontractor No. 5

Name: LandGard, LLC

Description of Work: Survey the project and complete the as-built design

Percent of Contract Price: 4%

Previous Experience Together ☒ Yes ☐ No

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-22-09

BUSINESS NAME: General Underground, LLC CONTACT PERSON/TITLE: ^{Chris Brown} Owner MAILING ADDRESS: 186 S. Euclid Ave

CITY-STATE-ZIP: Lake Helen, FL 32744 Length of Time at Address Provided: 18 Months

Physical Presence of Business: ☒ Headquarters and/or ☐ Principal Place of BusinessAnd within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): 20-5668413

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

PHONE NUMBER: (352) 493-7782

FAX: (352) 493-7785

EMAIL: chrisbrown@generalunderground.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 and/or principal place of business 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 bidder 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.

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

General Underground, LLC

Name of Business

By: CB

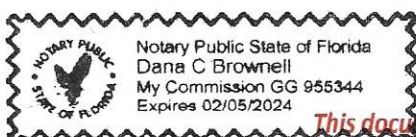
Printed Name: Chris Brown

Title: President, Managing Member

STATE OF FLORIDA

COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of APRIL, 2022, by Chris Brown, as President, Managing Member of General Underground, LLC, a Corporation. He or she is ☒ personally known or ☐ produced as identification.



Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal.

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 202108250006

Expires: September 30, 2022

Business Location: 186 EUCLID AVE

Business Name: GENERAL UNDERGROUND, LLC

Owner Name: CHRIS BROWN

Mailing Address: PO BOX 315
LAKE HELEN, FL 32744

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Utilites-Undrgrnd or Overhead	CGC1518531	301UT	13	\$36.00

- 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 Treasury and Billing 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

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 10/05/2021

RECEIPT #: 454099

TOTAL TAX: \$54.00

PENALTY: \$5.40

TOTAL PAID: \$59.40



Business Name: GENERAL UNDERGROUND, LLC

Owner Name: CHRIS BROWN

Mailing Address: PO BOX 315
LAKE HELEN, FL 32744

Account #: 202108250006

Expires: September 30, 2022

Business Location: 186 EUCLID AVE

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.



CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Ridgewood Ave and Farmbrook Rd. to Niver St. Water Main Improvement

Solicitation Number: ITB-22-09

I, the undersigned, hereby certify that General Underground, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of General Underground, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Chris Brown, President, Managing Member
(Print or Type Name, Title)


(Signature of Affiant)

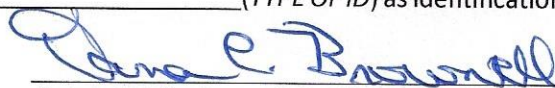
FEIN # 20-5668413
(Federal Employer ID Number – FEIN)

1189970
(E-Verify Number)

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of April, 2022, by Chris Brown as President, Managing Member of General Underground, LLC on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.




Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

 An official website of the United States government
[Here's how you know](#)



Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

GENERAL UNDERGROUND, LLC

Doing Business As (DBA)

Company ID

1189970

Enrollment Date

04/17/2017

Employer ID Number

205668413

DUNS Number

Total Number of Employees

10 to 19

NAICS Code

238

Sector<https://everify.uscis.gov/account/company/profile>

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

Local Government

[Edit Employer Category](#)

Company Locations

Physical Address

11490 NW 115TH ST
CHIEFLAND, FL 32626

Mailing Address

PO BOX 870
CHIEFLAND, FL 32644

[Edit Company Locations](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and GENERAL UNDERGROUND, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1189970

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1189970

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1189970

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1189970

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 1189970

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1189970

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1189970

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 1189970

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1189970

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1189970

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1189970

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1189970

Approved by:

Employer GENERAL UNDERGROUND, LLC	
Name (Please Type or Print) BRANDY L FEW	Title
Signature Electronically Signed	Date 04/17/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/17/2017

Company ID Number: 1189970

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	GENERAL UNDERGROUND, LLC
Company Facility Address	11490 NW 115TH ST CHIEFLAND, FL 32626
Company Alternate Address	PO BOX 870 CHIEFLAND, FL 32644
County or Parish	LEVY
Employer Identification Number	205668413
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 1189970

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1

Company ID Number: 1189970

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name SAVANNAH A BROWN
Phone Number 3524937782
Fax 3524937785
Email savannahbrown@aeneralunderaround.com

Name CHRIS M BROWN
Phone Number 3054989433
Fax 3524937785
Email chrisbrown@aeneralunderaround.com

Name SHERRY L BROWN
Phone Number 3055051519
Fax 3524937785
Email mssbrown@aail.com

Name Kim Calvert
Phone Number 3524937782
Fax
Email kimcalvert@aeneralunderaround.com

Company ID Number: 1189970

This list represents the first 20 Program Administrators listed for this company.

FORM 7.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS PRIMARY COVERED TRANSACTIONS

(TO BE COMPLETED BY PRIME CONTRACTOR)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

General Underground, LLC
Organization Name

ITB-22-09
Bid Number or Project Name

Chris Brown, President, Managing Member
Name(s) and Title(s) of Authorized Representatives


Signature

4/7/2022
Date

This document must be completed and returned with your Submittal



**"ATTACHMENT 1" ITB 22-09 SCHEDULE OF UNIT PRICING
BID FORM**

CITY OF PORT ORANGE

ITB 22-09 Ridgewood Ave and Farmbrook Rd Watermain Improvements

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.

NAME OF BUSINESS: General Underground, LLC

CONTACT PERSON: Chris Brown

EMAIL ADDRESS: chrisbrown@generalundground.com

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
PRELIMINARY ITEMS					
1	Mobilization/Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2	Pre-Construction Video	1	LS	\$ 8,500.00	\$ 8,500.00
3	Locate & Expose Existing Utilities with Conflict Sketches	1	LS	\$ 8,500.00	\$ 8,500.00
4	Erosion Control/Turbidity Control	1	LS	\$ 8,500.00	\$ 8,500.00
				Part A Subtotal	\$ 50,500.00
POTABLE WATER SYSTEM					
1	PVC Water Main (blue) (DR18) (w/all joints restrained) - 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	\$ 65.00	\$ 28,600.00
2	Water Main by Horizontal Directional Drill - 6" C-900 FPVC (3,230 LF shown)	3,400	LF	\$ 65.00	\$ 221,000.00
3	Resilient Seat Gate Valve & Box (with concrete collars) - 6"	13	EA	\$ 1,800.00	\$ 23,400.00
4	Tapping Sleeve - 8" x 6"	1	EA	\$ 5,000.00	\$ 5,000.00
5	Insertion Valve/Line Stop				
	a) 6" Insert Valve	1	EA	\$ 6,500.00	\$ 6,500.00
	b) 8" Insert Valve	1	EA	\$ 7,500.00	\$ 7,500.00
	c) 2" Line Stop	4	EA	\$ 2,500.00	\$ 10,000.00
	d) 6" Line Stop	2	EA	\$ 5,000.00	\$ 10,000.00
	e) 8" Line Stop	1	EA	\$ 6,500.00	\$ 6,500.00
6	Tie-In (Fittings and Restraints)				
	a) 2" to 6"	1	EA	\$ 3,500.00	\$ 3,500.00
	b) 6" to 6"	3	EA	\$ 4,000.00	\$ 12,000.00
7	DIP Fittings Add or Delete	3	TN	\$ 1,250.00	\$ 3,750.00
8	Water Services - 2"	14	EA	\$ 2,000.00	\$ 28,000.00
9	Blow Off Assembly	2	EA	\$ 4,000.00	\$ 8,000.00
10	Water Meter "Cut-Over"	18	EA	\$ 1,200.00	\$ 21,600.00
11	Remove Existing Fire Hydrant Assembly	2	EA	\$ 1,000.00	\$ 2,000.00
12	Furnish and Install Fire Hydrant Assembly	4	EA	\$ 6,000.00	\$ 24,000.00
13	2" Temporary Jumper (w/1" service) per parcel	18	EA	\$ 400.00	\$ 7,200.00
14	Cap or Plug, Grout Filling and Abandon Existing Water Main	1	LS	\$ 10,000.00	\$ 10,000.00
15	Removal of Transite Pipe	1	LS	\$ 10,000.00	\$ 10,000.00
16	Swab by "Pigging" New Water Main - 6"	3,670	LF	\$ 1.25	\$ 4,587.50
17	Unsuitable Material Excavation	100	CY	\$ 10.00	\$ 1,000.00
18	Bulk Concrete	10	CY	\$ 350.00	\$ 3,500.00
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	\$ 50.00	\$ 5,000.00
20	Rock Excavation	10	CY	\$ 100.00	\$ 1,000.00
				Part B Subtotal	\$ 463,637.50
RESTORATION AND GENERAL ITEMS					
1	Open Cut and Repair Asphalt	150	SY	\$ 100.00	\$ 15,000.00
2	Concrete Pavement/Sidewalks				
	a) Driveways, 6" thick fibermesh	180	SY	\$ 70.00	\$ 12,600.00
	b) Sidewalks, 2,500 psi	320	SY	\$ 70.00	\$ 22,400.00
3	Concrete Curb (0 LF shown)	175	LF	\$ 40.00	\$ 7,000.00
4	ADA Detectable Surface	40	SF	\$ 150.00	\$ 6,000.00
5	Furnish and Install Sod - Bahia	500	SY	\$ 13.00	\$ 6,500.00
6	Maintenance of Traffic	1	LS	\$ 35,000.00	\$ 35,000.00
7	Compliance with Florida "Trench Safety Act"	1	LS	\$ 2,000.00	\$ 2,000.00
8	Layout, As-built and Record Drawing Preparation	1	LS	\$ 15,000.00	\$ 15,000.00
				Part C Subtotal	\$ 121,500.00
				TOTAL BID (Parts A, B and C)	\$ 635,637.50
Confirm the number of calendar days to complete upon receipt of Notice to Proceed:					335/365 Days
Shall warrant all materials, labor and workmanship for the minimum period of:					1 Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					



Brown & Brown of Florida, Inc.
P.O. Box 2412
Daytona Beach, FL 32115-2412
P: (800) 877-2769
bbinsurance.com

April 5, 2022

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

Re: General Underground, LLC – Bond Prequalification Letter

To Whom It May Concern:

It has been the privilege of Brown & Brown of Florida, Inc., and Nationwide Mutual Insurance Company to provide surety bonds on behalf of General Underground, LLC since 2017. During that time, General Underground, LLC has performed exceptionally on our mutual projects and has no current or outstanding claim history. In our opinion, they remain properly financed, well equipped, and capably managed.

If a contract for this work is awarded to General Underground, LLC it is Nationwide Mutual Insurance Company's present intention to become surety on the 100% performance bond and labor and material bond required by the contract. Any arrangement for bonds required by the contract is a matter between General Underground, LLC and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Nationwide Mutual Insurance Company is favorable to supporting single projects in the amount of \$4,000,000 and aggregate up to \$8,000,000. Nationwide Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A+ (XV) by A.M. Best Company.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler DeBord', with a stylized flourish at the end.

Tyler DeBord CPCU, AFSB
Senior Vice President, Surety Practice Leader



Ron DeSantis, Governor

Halsey Beshears, 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

BROWN, CHRISTOPHER

GENERAL UNDERGROUND LLC
7650 NW 50TH ST
CHIEFLAND FL 32626

LICENSE NUMBER: CGC1518531

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
GENERAL UNDERGROUND, LLC

Filing Information

Document Number	L06000097134
FEI/EIN Number	20-5668413
Date Filed	10/04/2006
Effective Date	10/01/2006
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/06/2014
Event Effective Date	NONE

Principal Address

186 S Euclid ave
Lake Helen, FL 32744

Changed: 02/24/2021

Mailing Address

PO BOX 315
Lake Helen, FL 32744

Changed: 01/08/2021

Registered Agent Name & Address

BROWN, CHRIS
186 S Euclid ave
Lake Helen, FL 32744

Name Changed: 06/06/2014

Address Changed: 02/24/2021

Authorized Person(s) Detail

Name & Address

Title MGR

BROWN, CHRIS

186 S Euclid ave
Lake Helen, FL 32744

Annual Reports

Report Year	Filed Date
2019	04/30/2019
2020	06/05/2020
2021	04/27/2021

Document Images

04/27/2021 -- ANNUAL REPORT	View image in PDF format
06/05/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
02/13/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/22/2015 -- ANNUAL REPORT	View image in PDF format
06/06/2014 -- CORLCRACHG	View image in PDF format
01/28/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
01/30/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
01/13/2010 -- ANNUAL REPORT	View image in PDF format
07/28/2009 -- LC Amendment	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
11/04/2008 -- REINSTATEMENT	View image in PDF format
06/23/2008 -- LC Amendment	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
10/26/2006 -- LC Name Change	View image in PDF format
10/04/2006 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



THIS CERTIFIES THAT

General Underground, LLC

* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 237130; 237990

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/01/2021

Issued Date

FL01408

Certificate Number

09/01/2022

Expiration Date


NMSDC CEO and President



Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

BID BOND

KNOW ALL MEN BY THESE PRESENTS that General Underground, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 186 S. Euclid Avenue Lake Helen, FL 32744, Tel.: 352-493-7782, (hereinafter called "PRINCIPAL"), and Nationwide Mutual Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at One West Nationwide Blvd Columbus OH, 43215, Tel.: 614-249-7111 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of the amount bid ----- dollars and (-----)/100 (\$ -----5%-----), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Page 861 of

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 30th day of March, A.D. 2022, 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 Underground, LLC

CB
Signature
PRESIDENT
Corporate Officer & Title

ATTEST:

CB
Signature
CHRIS BROWN
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Kim Colbert
Anna C. Brownell

ATTEST:

n/a
Signature
n/a
Corporate Secretary (Affix Corporate Seal)

SURETY: Nationwide Mutual Insurance Company

[Signature]
Attorney-in-Fact (Signature)
Tyler D. DeBord, Attorney In Fact
Name & Title
Tyler D. DeBord W025075
Name of Local Resident Agent
Daytona Beach, FL 32114
City, State, Zip
386-239-5703
Telephone:
A.M. Best No.: 002358 NAIC No.: 23787

STATE OF Florida

COUNTY OF Volusia

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

[Signature]
Signature of Affiant

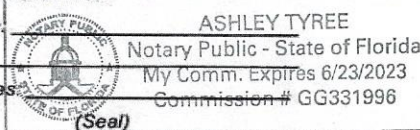
Sworn to / Affirmed and subscribed before me this 30th day of March, 2022, by Tyler D DeBord, who is personally known to me or who produced _____ as identification.

Ashley Tyree
NOTARY PUBLIC - STATE OF

Type or print name:

Commission No.:

Commission Expires:



END OF BID BOND

This document must be completed and returned with your Submittal

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

STEPHEN P. FARMER, PAMELA J. THOMPSON, TYLER D. DEBORD,
MAURICE D. YOUNGMAN III, RYAN P. ROTHROCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

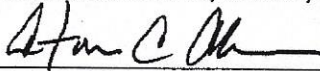
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

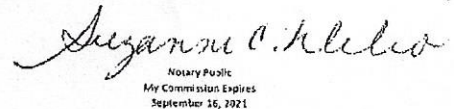
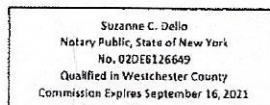


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

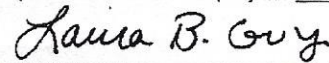


Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30th day of March, 2022.



Assistant Secretary



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B8) Resolution No. 22-15 - Adopting Inventory List of Real Property to which City holds Fee Simple Title for Use as Affordable Housing (Required by Florida Statutes Section 166.0451)

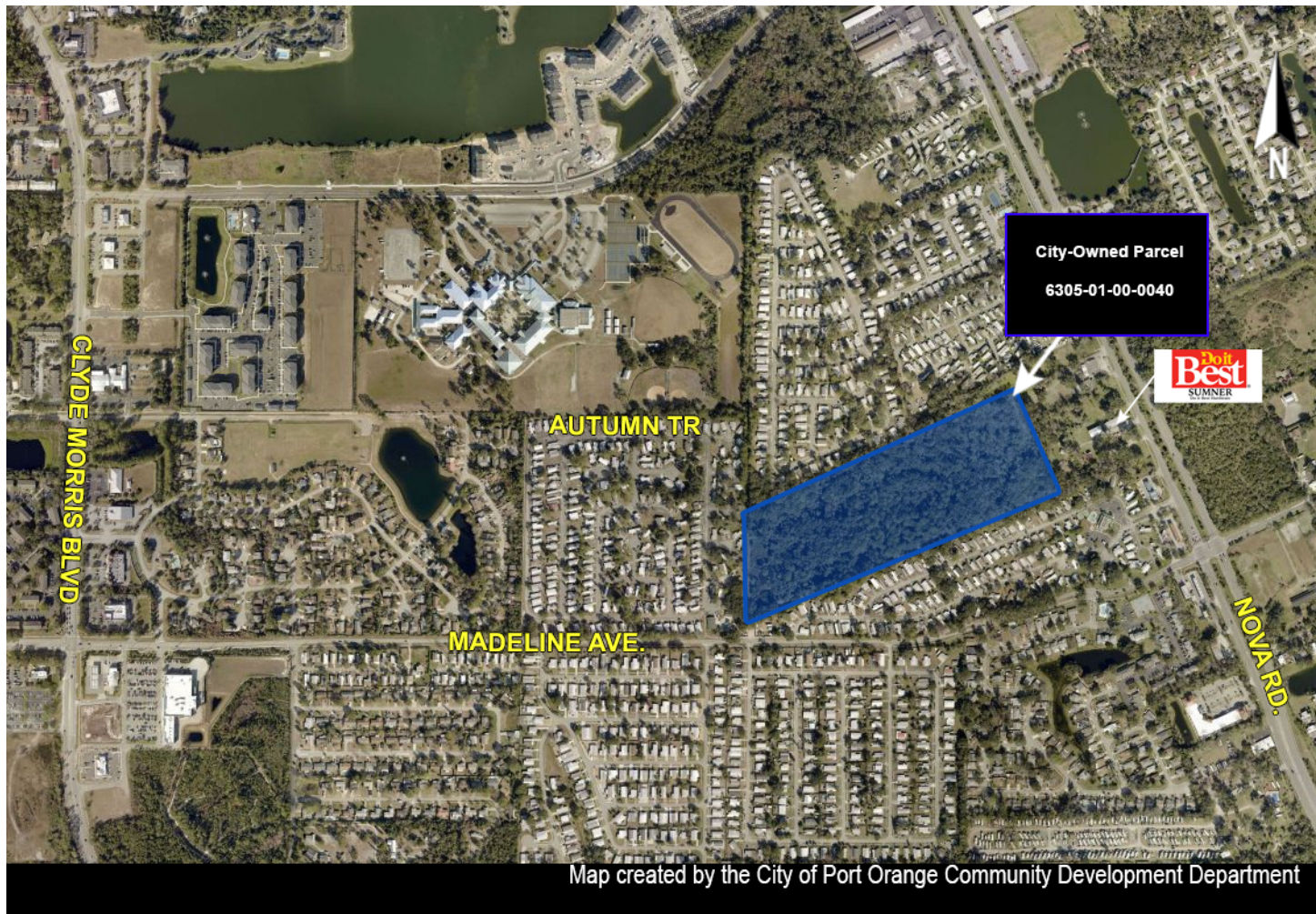
DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 22-15 as required by Florida Statutes, Section 166.0451.

SUMMARY: The Disposition of Municipal Property for Affordable Housing Law, Florida Statute 166.0451, requires the City to prepare an inventory every three (3) years of all real property within our jurisdiction to which the City holds fee simple title and to determine if any are appropriate for use as affordable housing. The Council reviewed and adopted a similar list in July 2019.

In compliance with F.S. Sec. 166.0451, staff has reviewed the inventory of property owned by the City and within its jurisdiction and determined there are no properties that would be appropriate for affordable housing. Similar to the inventory review in 2019, one city-owned property was identified as part of the 2022 inventory review as having the potential for development as affordable multi-family housing. The subject property (PID# 6305-01-00-0040) is located on the west side of Nova Road, behind Sumner Hardware. The subject property is adjacent to residential mobile home properties: Lighthouse Pointe to the south, and Lamplighter Mobile Home Community and Elmwood Mobile Home Park to the north. However, the subject property does not front onto a public road for necessary access and there are many historic oak trees on the property that would make development of affordable multi-family housing economically unfeasible.



PRESENTER: Tim Burman

ATTACHMENTS:

1. Resolution 22-15 for Affordable Housing|Resolution 22-15 for Affordable Housing.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Robin Fenwick

Created/Initiated - 5/13/2022
Approved - 5/19/2022
Approved - 5/20/2022
Approved - 5/26/2022
Final Approval - 5/26/2022

RESOLUTION NO. 22-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING
AN INVENTORY LIST OF MUNICIPAL PROPERTY
APPROPRIATE FOR USE AS AFFORDABLE HOUSING AS
REQUIRED BY FLORIDA STATUTES, SECTION 166.0451;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 166.0451 requires municipalities every three years to prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the City's inventory list of real property was reviewed by staff from Community Development; and

WHEREAS, no real property held in fee simple by the City of Port Orange was identified that met the criteria established by the State of Florida for use as affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA:

SECTION 1. The City of Port Orange hereby adopts an inventory list of municipal property appropriate for use as affordable housing as required by Florida Statutes, Section 166.0451. The inventory list has no property appropriate for use as affordable housing, attached hereto as **Exhibit "A"**.

SECTION 2. This Resolution shall take effect immediately upon its final passage and adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the ____ day of _____ 2022.

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit “A”

INVENTORY LIST
OF
MUNICIPAL REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE
HOUSING PER FLORIDA STATUTES, SECTION 166.0451 (2021)

No real property held in fee simple title by the City of Port Orange has been identified as meeting the criteria established by the State of Florida for use as affordable housing.

Review Period: July 2019 through and including May 1, 2022.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B9) Resolution No. 22-16 - Adoption Agreements for Mission Square Money Purchase Plans 108373, 108499, 109110, and 106920

DEPARTMENT: Administrative Services

GOAL: 5. Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 22-16, Amended and Restated Money Purchase Plan Adoption Agreements for 106920, 108373, 108499, and 109110, authorize City Manager and City Attorney to finalize agreements as necessary to ensure consistency with City's ordinances, and authorize Mayor and the City Clerk to execute all necessary documents on behalf of the City.

SUMMARY: In 2021, the City entered into an Administrative Services Agreement with ICMA Retirement Corporation for the administration of the City's 401 and 457 retirement plans. This agreement has an initial term of five (5) years. Subsequently, ICMA-RC has rebranded to become Mission Square Retirement. Mission Square Retirement notifies the City when the individual retirement Adoption Agreements are due for renewal. Per the IRS regulations, the documents must be renewed every six years to ensure retirement plans are kept up to date with legislative and regulatory changes.

The Adoption Agreement for the Money Purchase Plan 401(a) - 108373 (General Employee Plan), 108499 (Prior Contract Employee Plan), 109110 (Department Head Plan), and 106920 (Prior City Manager Plan) are due for renewal. There are no substantive changes to the provisions offered under this retirement agreement.

PRESENTER: Melonie Donnally

ATTACHMENTS:

1.	Resolution No. 22-16 with exhibits	Reso. No. 22-16 ICMA 401(A) plans.pdf
2.	109110 CITY OF PORT ORANGE (FPDP) 2022	109110 CITY OF PORT ORANGE (FPDP).Plan for upload.pdf
3.	106920 CITY OF PORT ORANGE 2022	106920 CITY OF PORT ORANGE.Plan for upload.pdf
4.	108373 CITY OF PORT ORANGE (FPDP) WITH ADDENDUM 2022	108373 CITY OF PORT ORANGE (FPDP).Plan w JM & SB rev.pdf
5.	108499 CITY OF PORT ORANGE	108499 CITY OF PORT ORANGE

	(FPDP) WITH ADDENDUM 2022	(FPDP).Plan w JM & SB rev.pdf
Brynn Vrabel	Created/Initiated - 5/18/2022	
Brynn Vrabel	Approved - 5/18/2022	
John McKinney	Approved - 5/18/2022	
Matthew Jones	Approved - 6/3/2022	
Wayne Clark	Approved - 6/3/2022	
Robin Fenwick	Final Approval - 6/3/2022	

RESOLUTION NO. 22-16

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE AMENDED AND RESTATED GOVERNMENTAL MONEY PURCHASE PLAN 401(A) ADOPTION AGREEMENTS WITH ICMA RETIREMENT CORPORATION DOING BUSINESS AS MISSIONSQUARE RETIREMENT ("MISSIONSQUARE") FOR PLANS 108373, 108499, 109110, AND 106920; PROVIDING FOR ADJUSTMENTS AS REQUIRED BY THE INTERNAL REVENUE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange ("Employer") has employees rendering valuable services; and

WHEREAS, the Employer has established qualified retirement plans for such employees that serve the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personal management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plans will serve these objectives; and

WHEREAS, ICMA Retirement Corporation is now doing business as MissionSquare Retirement (MissionSquare"); and

WHEREAS, MissionSquare periodically revises and updates the 401(A) Governmental Money Purchase Plan documents to reflect new mandatory and optional provisions in the tax code as well as new IRS rulings and asks its clients to review and update, as appropriate and necessary, the specific provisions of the Adoption Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, that the Employer hereby amends and restates the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreements for plans - 108373 (General Employee Plan), 108499 (Prior Contract Employee Plan), 109110 (Department Head Plan), and 106920 (Prior City

Manager Plan), (collectively the "Plans") as set forth in **Exhibit "A"**, attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED the Employer hereby agrees to serve as trustee under the Plans and to invest funds held under the Plans in VantageTrust by contributions administered by and through the MissionSquare as Plan Administrator.

BE IT FURTHER RESOLVED the Mayor and City Clerk are hereby authorized to execute all Adoption Agreements for plans - 108373 (General Employee Plan), 108499 (Prior Contract Employee Plan), 109110 (Department Head Plan), and 106920 (Prior City Manager Plan) and any other necessary documents with MissionSquare incidental to the administration of the Plans on behalf of the City of Port Orange.

DONALD O. BURNETTE, MAYOR

(SEAL)

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement
Governmental Money Purchase Plan Adoption Agreement

Plan Number: 109110

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE (FPDP) (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

[X] Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates: CITY OF PORT ORANGE (FPDP)

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

[] New Plan

Effective Date of 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:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

- [] January 1 – December 31 (Default)
[X] The 12 month period ending Sep 30
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 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.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 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, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

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.) Administrative officials who are not members of a defined benefit plan.

Administrative Officials include the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public utilities director, public works director, finance director, heads of departments, and any other employees in future equivalent type positions reporting to the city manager.

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 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

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 Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 13 % 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. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions 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. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 10 % 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 (pickup 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 _____ 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 make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

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 Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion 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).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary 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 _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. 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 deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] 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):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

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):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

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.*)

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.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

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 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

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: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

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
☒ 70 ½ (*"70 ½" 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 Qualified Health 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 of the Plan will apply if option 2 is selected).
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 option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

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:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 _____% of their 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 unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 un- used 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 annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid 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 MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will 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, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. 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 Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Donald O. Burnette

Title: Mayor

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

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 106920

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☒ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:
CITY OF PORT ORANGE

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☐ New Plan

Effective Date of 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: _____

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☐ January 1 – December 31 (**Default**)

☒ The 12 month period ending Sep 30
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 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.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 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, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

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.) City Manager hired before 8/25/2014; unclassified employees who are not members of a defined benefit plan.

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 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

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 Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed 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. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions 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. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 5 _____ % 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 (pickup 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 _____ 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 make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

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 Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion 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).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary 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 _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. 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 deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] 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):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

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):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

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.*)

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.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

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 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

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: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

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
☐ 70 ½ (*"70 ½" 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 Qualified Health 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 of the Plan will apply if option 2 is selected).
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 option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

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:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 _____% of their 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 unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 un- used 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 annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid 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 MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will 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, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. 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 Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Donald O. Burnette

Title: Mayor

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

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement
Governmental Money Purchase Plan Adoption Agreement

Plan Number: 108373

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE (FPDP) (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

[X] Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates: CITY OF PORT ORANGE (FPDP)

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

[] New Plan

Effective Date of 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:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

- [] January 1 – December 31 (Default)
[X] The 12 month period ending Sep 30
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 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.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 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, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

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.) 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; positions previously 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; and all NAGE employees hired after April 16, 2019.

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 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

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 Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed 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. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions 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. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

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 (pickup 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 make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

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 Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion 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).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary 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 _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. 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 deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

See Addendum attached. of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not _____ or See Addendum attached. % exceed \$ _____ of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] 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):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

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):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

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.*)

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.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

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 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

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: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

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
☒ 70 ½ (*"70 ½" 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 Qualified Health 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 of the Plan will apply if option 2 is selected).
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 option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

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:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 _____% of their 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 unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

[X] 2. Employee Designated Accrued Leave Contribution

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid 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 MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will 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, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. 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 Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Donald O. Burnette
Print Name: _____

Title: Mayor _____

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

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

401(A) Plan 108373 Adoption Agreement Adjustments

Section VI. CONTRIBUTION PROVISIONS 2. should read as such:

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

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% for every 1.0% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding __ % of Earnings or \$_____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan 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.

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement
Governmental Money Purchase Plan Adoption Agreement

Plan Number: 108499

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE (FPDP) (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

[X] Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates: CITY OF PORT ORANGE (FPDP)

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

[] New Plan

Effective Date of 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:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

- [] January 1 – December 31 (Default)
[X] The 12 month period ending Sep 30
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 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.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 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, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

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.) Employees hired-on under or currently under individual written contracts hired prior to October 1, 2010 who waived participation in the General Employees Defined Benefit Retirement Plan and employees covered under individual written contracts hired after to October 1, 2010.

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 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

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 Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed 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. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions 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. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

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 (pickup 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 make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

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 Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion 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).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary 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 _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. 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 deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

See Addendum attached. of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or See Addendum attached. % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] 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):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

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):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

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.*)

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.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

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 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

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: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

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
☒ 70 ½ (*"70 ½" 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 Qualified Health 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 of the Plan will apply if option 2 is selected).
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 option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

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:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 _____% of their 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 unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 un- used 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 annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid 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 MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will 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, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. 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 Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Donald O. Burnette

Title: Mayor

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

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

401(A) Plan 108499 Adoption Agreement Adjustments

Section VI. CONTRIBUTION PROVISIONS 2. should read as such:

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

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% for every 1.0% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding __ % of Earnings or \$_____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan 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.

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 109110

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE (FPDP)
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☒ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:
CITY OF PORT ORANGE (FPDP)

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☐ New Plan

Effective Date of 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: _____

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☐ January 1 – December 31 (**Default**)

☒ The 12 month period ending Sep 30
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 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.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 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, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

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.) Administrative officials who are not members of a defined benefit plan.

Administrative Officials include the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public utilities director, public works director, finance director, heads of departments, and any other employees in future equivalent type positions reporting to the city manager.

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 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

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 Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 13 % 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. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions 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. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 10 % 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 (pickup 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 _____ 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 make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

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 Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion 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).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary 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 _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. 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 deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] 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):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

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):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

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.*)

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.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

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 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

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: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

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
☒ 70 ½ (*"70 ½" 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 Qualified Health 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 of the Plan will apply if option 2 is selected).
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 option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

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:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 _____% of their 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 unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 un-used 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 annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid 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 MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will 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, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. 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 Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Donald O. Burnette

Title: Mayor

Attest: _____

Robin L. Fenwick, MMC, City Clerk

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 106920

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☒ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:
CITY OF PORT ORANGE

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☐ New Plan

Effective Date of 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: _____

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☐ January 1 – December 31 (**Default**)

☒ The 12 month period ending Sep 30
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 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.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 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, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

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.) City Manager hired before 8/25/2014; unclassified employees who are not members of a defined benefit plan.

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 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

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 Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed 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. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions 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. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. 5 _____ % 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 (pickup 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 _____ 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 make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

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 Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion 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).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary 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 _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. 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 deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] 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):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

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):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

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.*)

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.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

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 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

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: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

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
☐ 70 ½ (*"70 ½" 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 Qualified Health 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 of the Plan will apply if option 2 is selected).
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 option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

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:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 _____% of their 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 unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 un- used 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 annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid 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 MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will 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, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. 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 Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Donald O. Burnette

Title: Mayor

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

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement
Governmental Money Purchase Plan Adoption Agreement

Plan Number: 108373

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE (FPDP) (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

[X] Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates: CITY OF PORT ORANGE (FPDP)

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

[] New Plan

Effective Date of 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:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

- [] January 1 – December 31 (Default)
[X] The 12 month period ending Sep 30
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 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.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 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, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

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.) 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; positions previously 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; and all NAGE employees hired after April 16, 2019.

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 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

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 Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed 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. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions 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. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

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 (pickup 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 make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

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 Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion 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).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary 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 _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. 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 deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

See Addendum attached. of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not _____ or See Addendum attached. % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] 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):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

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):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

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.*)

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.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

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 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

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: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

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
☒ 70 ½ (*"70 ½" 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 Qualified Health 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 of the Plan will apply if option 2 is selected).
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 option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

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:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 _____% of their 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 unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 un- used 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 annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid 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 MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will 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, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. 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 Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Donald O. Burnette
Print Name: _____

Title: Mayor _____

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

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

401(A) Plan 108373 Adoption Agreement Adjustments

Section VI. CONTRIBUTION PROVISIONS 2. should read as such:

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

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% for every 1.0% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding __ % of Earnings or \$_____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan 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.

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 108499

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE (FPDP)
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☒ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:
CITY OF PORT ORANGE (FPDP)

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☐ New Plan

Effective Date of 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: _____

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☐ January 1 – December 31 (**Default**)

☒ The 12 month period ending Sep 30
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 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.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 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, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

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.) Employees hired-on under or currently under individual written contracts hired prior to October 1, 2010 who waived participation in the General Employees Defined Benefit Retirement Plan and employees covered under individual written contracts hired after to October 1, 2010.

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 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

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 Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed 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. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions 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. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

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 (pickup 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 make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

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 Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion 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).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary 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 _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. 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 deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

See Addendum attached. of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not _____ or See Addendum attached. % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] 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):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

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):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

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.*)

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.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

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 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

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: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

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
☒ 70 ½ (*"70 ½" 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 Qualified Health 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 of the Plan will apply if option 2 is selected).
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 option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

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:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 _____% of their 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 unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

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 un- used 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 annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid 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 MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will 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, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. 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 Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Donald O. Burnette

Title: Mayor

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

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

401(A) Plan 108499 Adoption Agreement Adjustments

Section VI. CONTRIBUTION PROVISIONS 2. should read as such:

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

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% for every 1.0% of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding __ % of Earnings or \$_____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan 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.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B10) Approval of Minor Special Event - Showtime Sparkler Sale at 4020 Nova Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the event duration beyond seven consecutive calendar days for a Minor Special Event for the Showtime Sparkler Sale at 4020 S Nova Road, subject to the attached conditions.

SUMMARY: Adam Hernandez, on behalf of Showtime Fireworks, is requesting to hold a minor special event, for a sparkler sale, at the shopping plaza located at 4020 South Nova Road. Minor special events are typically approved by staff administratively, but due to the proposed length of the event, Code of Ordinances Chapter 58, Article III, Special Events, Section 58-53, requires City Council to approve any Special Event that exceeds (7) consecutive calendar days.

The proposed event is planned for a twelve (12) day period from Friday, June 24 through Tuesday, July 5. According to the applicant, event set-up will begin on Friday, June 24 (three days prior to the sale). The sale of sparklers will begin on Monday, June 27 and go until July 4. The proposed hours for the event are from 8:00 AM to 7:00 PM. The sales tent for the event will be located on the vacant greenspace in front of the shopping plaza and Sandcastle Learning Center. Normal operations of the businesses within the commercial shopping plaza will continue. The 20' x 40' tent associated with the event will require a building permit and as part of the permit review, staff will verify compliance with ingress/egress and a certification of flame-retardant treatment is provided. According to the applicant, the tent is anticipated to be set-up on Friday, June 24 and remain until July 5. There will also be two fire extinguishers within the tent along with no smoking signs posted on the tent. There will be a port-o-let for customers and an 8' x 20' storage container on site for the duration of the event.

SHOWTIME SPARKLER SALE SITE MAP



Section 30-28 of the Port Orange Code of Ordinances allows the Fire Department to issue a permit for seasonal sales of sparklers subject to compliance with the City's Code of Ordinance and Land Development Code and Florida Statutes 791 (Sale of Fireworks). The applicant for the special event has been issued a sparkler permit by the Fire Department to allow the sale of sparklers at this location, subject to approval of the minor special event. As part of the sparkler permit issued, the Fire Department verified that the list of sparklers to be sold at this event are on the state Fire Marshal's approved list to be sold as sparklers. According to the Port Orange Code of Ordinances, a sparkler is defined as a device which emits showers of sparks upon burning, does not

contain any explosive compounds, does not detonate or explode, is hand-held or ground-based, cannot propel itself through the air, and contains not more than 100 grams of the chemical compound which produces sparks upon burning. The sale of fireworks is prohibited at this special event. According to the Port Orange Code of Ordinances, a firework is any combustible or explosive composition or substance or combination of substances, or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes but is not limited to firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any other devices containing any explosive substance. If the applicant is found in possession of any items other than sparkler, those items will be confiscated at the owner's expense and the special event will be shut down. During the duration of the special event, the Fire Department will be periodically inspecting the items being sold to verify only sparklers are being sold.

The proposed minor special event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development for compliance with the Code of Ordinances, Florida Statutes 791 (Sale of Fireworks), and the Land Development Code. The applicant is not requesting additional city resources. According to Code Enforcement, there are no code violations existing on any of the proposed sites at this time.

The letter of request and special event permit conditions are attached.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	22-2410 Sparkler Sale Conditions - July2022	22-2410 Sparkler Sale Conditions - July2022.docx
2.	Sparkler Sale location map	Sparkler Sale location map.pdf
3.	Showtime Fireworks Letter of Request	Showtime Fireworks Letter of Request.pdf

Penelope Cruz	Created/Initiated - 5/10/2022
Tim Burman	Approved - 5/10/2022
Joe Wulfing	Approved - 5/11/2022
Manuel Marino	Approved - 5/11/2022
Ronny Buttrum	Approved - 5/13/2022
Julia Wiggins	Approved - 5/13/2022
Wayne Clark	Approved - 5/26/2022
Robin Fenwick	Final Approval - 5/26/2022

RECOMMENDATION:

Staff recommends approval of Special Event Permit #22-2410 for the Showtime Sparkler Sale subject to the following conditions:

1. **Set-up for the event shall not begin until Friday June 24, 2022, and take down must be completed by July 5, 2022. The sale of any products shall not begin until June 27, 2022 and shall end on July 4, 2022. The tent is permitted to be up in the approved location, as shown on the site map, for the length of the event duration only.**
2. **Any products found on premises, whether for sale or not, that are not on the Approved Sparkler List as found on the Division of State Fire Marshal's website will be seized in accordance with FSS 791 at the expense of the owner. The entity shall be guilty of a misdemeanor of the first degree, punishable as provided in FSS 775.083. This shall be grounds for immediate termination of the event.**
3. **If Volusia County initiates a burn ban, typically when the KBDI (drought index) gets between 450 to 500, dependent upon the weather, the subject event will be canceled.**
4. Hours of the event shall be from 8:00 a.m. until 7:00 p.m.
5. Access shall be maintained for all emergency vehicles.
6. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
7. All trash generated for the duration of the event must be picked up and disposed of at the end of the event along with any debris at the event sites.
8. It is the event coordinator's responsibility to contact Code Enforcement at 386-506-5604 for an inspection of debris removal within 72 hours after the event.
9. No off-site signs, signs in the right-of-way, pennants, feather flags, inflatables, balloons, or any signs prohibited in the Port Orange Land Development Code Ch. 15, Sec. 5(a).
10. One 28 square-foot banner is allowed for this event, attached between two temporarily installed metal poles not exceeding six feet in height.
11. No special event sign shall be placed so as to obscure visibility of any permanent freestanding sign, unless such placement has been approved by the property owner whose freestanding sign is obscured.
12. Special Event is to comply with all requirements of the permit for seasonal sales of sparklers issued by the Port Orange Fire Department along with compliance of the City's Code of Ordinance and Land Development Code and Florida Statutes 791 (Sale of Fireworks).

Applicant (Print Name)

Applicant Signature

SHOWTIME SPARKLER SALE SITE MAP



Letter of Request

Name of Event: Sale of Sparklers

Location: 4020 Nova Rd

Date of event: 06/24/2022-07/04/2022

We are requesting to be approved to have the opportunity in selling sparklers under 1-20x40 tent. The tent will go up on 06/24/2022 and come down on 07/05/2022 (will have tent company be aware). The actual sales won't start till about 06/27/2022 and will be done on 07/04/2022. The tent will also have an 8x20 storage container which will be about 10ft from tent. A single port-o-let will be on site about 5 ft from tent. Each tent manager will have the discretion of having tent open past sundown and if they choose, they will have their own generator which will be at least 10ft from tent.

The tent itself will have 1 exit (1 full 40 ft side). There will be 2 fire extinguishers and no smoking signs in tent.

8am - 7pm



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B11) Approval of Proportionate Fair-Share Agreement for Town West Senior Living Apartments Site Plan (Case No. 21-80000008)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Proportionate Fair-Share Agreement for the Town West Senior Living Apartments Site Plan - Case No. 21-80000008, subject to review and approval by Volusia County; authorize the City Manager to accept modifications requested by the County; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The Town West Senior Living development is proposed to be located at 1600 Town West Boulevard (see location map below). The proposed Proportionate Fair- Share Agreement has been prepared in conjunction with the site plan for the development of a 115-unit senior living apartment building on +/- 12.4 acres, along with associated on-site and off-site improvements. The Transportation Impact Technical Memorandum completed by VHB, Inc. anticipates impacts on Williamson Boulevard, Taylor Road, and the intersection of Williamson Boulevard and Taylor Road upon completion of the project. The technical memorandum was prepared according to the City of Port Orange's adopted guidelines and was reviewed and approved by city staff.

Based on the technical memorandum prepared, the developer, Town West Senior Living Partners, Ltd., is required to make a \$278,700.67 fair-share mitigation payment for the total 29 PM peak hour trips per day generated by the development. The Proportionate Fair-Share Agreement is to document the number of vested trips being used by the proposed development and to mitigate the impact of the new traffic generated from the development. The fair-share mitigation payment includes payment to the City of Port Orange and Volusia County: 1) payment of \$21,997 towards the completed City of Port Orange Summer Trees Road project for impacts on the intersection of Williamson Boulevard and Taylor Road; and 2) payment of \$256,703.67 to Volusia County for impacts to Williamson Boulevard and Taylor Road. The Proportionate Fair-Share Agreement has been executed by the property owner and is attached for review. Due to the impact of the project involving both the City of Port Orange and Volusia County, the agreement is required to be approved by the County as well as the City. Once approved by the City, the agreement and supporting documents will be forwarded to the County for review and final approval. It is anticipated to go before the Volusia County Council in July 2022.

The Town West Senior Living site is currently zoned PC-A (Planned Community-Agricultural), which allows for the proposed use. The site plan for the proposed project has been reviewed at the staff level and may be approved once all Land Development Code requirements have been met and the required fair-share mitigation payments have been received.



PRESENTER: Tim Burman, Penelope Cruz

ATTACHMENTS:

1.	Proportionate Fair Share Agreement with exhibits	Town West PFSA w County.cov.5.18.22.updated.pdf
----	--	---

Penelope Cruz	Created/Initiated - 4/14/2022
Tim Burman	Approved - 4/14/2022
Robin Burris	Approved - 4/19/2022
John McKinney	Approved - 4/19/2022
Shannon Balmer	Approved - 5/19/2022
Wayne Clark	Approved - 5/26/2022
Robin Fenwick	Final Approval - 5/26/2022

TOWN WEST SENIOR LIVING APARTMENTS PROPORTIONATE FAIR SHARE AGREEMENT

THIS AGREEMENT is entered into by and between the following entities: **Wetherbee Partners, L.L.C.**, a Florida limited liability company, whose mailing address is 200 East Canton Avenue, Suite 102, Winter Park, FL 32789 and **Florida PCF Investments, LLC**, a Florida limited liability company, whose mailing address is 1515 Herbert Street, Suite 213, Port Orange, FL 32129, ("Developer"); **City of Port Orange, Florida**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 ("City"); and the **County of Volusia**, a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, FL 32720.

WHEREAS, Developer is the owner of Twelve and four-tenths (± 12.4) acres of land generally located on Town West Boulevard, south of Williamson Boulevard in Port Orange, Florida, otherwise identified as Parcel Identification Numbers 6213-00-00-0037 and 6213-00-00-0044 (the "Property") as shown in **Exhibit A**; and

WHEREAS, the Owner of Parcel 6231-00-00-0037 is included because the parcel was illegally subdivided from Parcel 6213-00-00-0044 as it was not done through the City's platting process, and

WHEREAS, this Agreement does not include any of the impacts for the development of Parcel 6231-00-00-0037 and the owner of Parcel 6231-00-00-0037 shall conduct a traffic impact analysis for development of Parcel 6231-00-00-0037 and enter into a separate Proportionate Fair Share Agreement with the City and County; and

WHEREAS, the Property has undergone site plan review by the City of Port Orange to authorize the construction of a senior independent living apartment complex known as Town West Senior Living ("Project"); and

WHEREAS, in connection with the site plan review, a transportation impact technical memorandum of the existing road network in the vicinity of the Project was performed on behalf of the Developer on March 30, 2022 ("Technical Memorandum") in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the Technical Memorandum indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Project; and;

WHEREAS, Florida Statutes § 163.3180(5)(h) (2021) authorizes payment of proportionate fair-share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlogged failures from the requirement for proportionate fair share payment; and

WHEREAS, through the Technical Memorandum, certain traffic impacts were

identified in the area of the development ("Impact Area"), and payment for such site-related improvements are set forth in this Agreement; and

WHEREAS, VHB, Inc., in a written memorandum, calculated a proportionate fair share for the total buildout Project offsite traffic improvements based upon a maximum buildout of One Hundred and Fifteen (115) unit senior independent living apartment complex; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer and County do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. Roadway Improvements. Developer shall take or shall cause to be taken the following actions to address roadway improvements identified by the City and County as a result of the impacts by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with Chapters 4 and 21 of the City's Land Development Code and Section 72 of the County's Land Development Code:

(a) Proportionate Fair Share. For purposes of this Agreement, the amount of \$278,700.67 referred to herein as "Proportionate Fair Share" as calculated in **Exhibits B and C**, attached hereto and made apart hereof by reference. The Proportionate Fair Share shall be paid as follows: 1) \$256,703.67 shall be paid to the County, as set forth in Exhibit B, and 2) \$21,997.00 shall be paid to the City, as set forth in Exhibit C, prior to the issuance of a final site plan approval letter by the City of Port Orange. Once payment is made, the Developer agrees to waive the right to request a return of the Proportionate Fair Share payment. Nothing contained herein shall be deemed to waive the requirements for site plan approval or an issuance of a concurrency certificate under the City of Port Orange's Land Development Code. If Developer does not pay the Proportionate Fair Share within one year of the date of the execution of this Agreement by all parties hereto, then the Proportionate Fair Share shall be revised based on the applicable Florida Department of Transportation published inflationary rate. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the City and County, as applicable. Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Proportionate Fair Share to the extent that Developer would be entitled to receive such credits. Subsequent to payments received by the City and County, Developer shall be entitled to County thoroughfare road impact fee credits against the payment of the Proportionate Fair Share to the County. County impact fee credits issued as detailed in **Exhibit D**. For purposes of road impact fee credits against the payment of the Proportionate Fair Share to the City, Developer specifically waives Developer's right to claim any and all City road impact fee

credits, except as such credits may be due pursuant to Section 11, Article II, Chapter 21 of the Land Development Code, City of Port Orange, Florida.

This Agreement does not include any of the impacts for the development of Parcel 6231-00-00-0037. The owner of Parcel 6231-00-00-0037 shall conduct a traffic impact analysis for development of Parcel 6231-00-00-0037 and enter into a separate Proportionate Fair Share Agreement with the City and County;

(b) County's Application of Proportionate Share. The parties intend that the County will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Owner acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

(c) City's Application of Proportionate Share. The parties intend that the City will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

3. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other development or building related fees including impact fees, or such other fees as may be prescribed by law.
4. Timing. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the County of Volusia or the City of Port Orange, whichever jurisdiction shall govern said improvements.
5. Effective Date. The effective date this Agreement shall be the last date upon which the County executes this Agreement.
6. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
7. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.
8. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

9. Counterparts. 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 electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

Witness 1

Jeffrey S. Brower, County Chair

Print Name of Witness 1

Attest

Witness 2

By: _____

Print Name of Witness 2

George Recktenwald, County Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public _____

Printed Name: _____

Commission No. _____

Approved as to form by:

Russ Brown, Assist County Attorney

Date: _____

Signed, sealed and delivered in the presence of: **CITY OF PORT ORANGE
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor

Witness 2

Print Name of Witness 2

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022 by Donald O. Burnette and Robin L. Fenwick, Mayor and City Clerk, respectively, of The City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Printed Name:

Commission No. _____

Approved as to form by:

Shannon K. Balmer, Assistant City Attorney

WITNESSES:

Printed Name: _____

Printed Name: _____

DEVELOPER:

WETHERBEE PARTNERS, LLC, a Florida limited liability company

By: _____
Print name: _____
Title: _____

Date: _____, 2022

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged by means of [] physical presence or [] online notarization before me this _____ day of _____, 2022, by _____, _____ of WETHERBEE PARTNERS, LLC, who is _____ personally known to me OR _____ produced _____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

WITNESSES:

Printed Name: _____

Printed Name: _____

DEVELOPER:

FLORIDA PCF INVESTMENTS, LLC, a Florida
limited liability company

By: _____
Print name: _____
Title: _____

Date: _____, 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged by means of [] physical presence or [] online
notarization before me this ____ day of __ 2022, by _____, _____ of
FLORIDA PCF INVESTEMENTS, LLC, who is ____ personally known to me OR _____ produced
_____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

EXHIBIT "A"

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHWEST LINE OF ROYAL PALM P.U.D. PHASE 1, ACCORDING TO MAP BOOK 49, PAGES 30 THROUGH 33, AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 3773, PAGE 0770, ALL BEING RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 35°11'15" WEST ALONG THE BOUNDARY LINE OF THE AFORESAID ROYAL PALM P.U.D. PHASE 1, A DISTANCE OF 970.65 FEET; THENCE NORTH 70°41'13" WEST, CONTINUING ALONG THE BOUNDARY LINE OF THE AFORESAID ROYAL PALM P.U.D. PHASE 1, A DISTANCE OF 128.39 FEET TO THE NORTHEAST CORNER OF ROYAL PALM P.U.D. PHASE 2, AS RECORDED IN MAP BOOK 50, PAGES 174 THROUGH 178; THENCE CONTINUING NORTH 70°41'13" WEST, ALONG THE BOUNDARY LINE OF THE AFORESAID ROYAL PALM P.U.D. PHASE 2, A DISTANCE OF 558.57 FEET TO A POINT ON A NON-TANGENT CURVE, BEING AN INTERSECTION WITH THE EAST LINE OF THE COLLECTOR ROAD EXTENSION, BEING A 100 FOOT RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 4805, PAGE 2338; THENCE NORTHEASTERLY ALONG THE AFORESAID EAST LINE OF THE COLLECTOR ROAD EXTENSION, BEING ANON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2500.00 FEET, A CENTRAL ANGLE OF 22°41'22", A CHORD BEARING NORTH 46°3 P56" EAST, 983.56 FEET, FOR AN ARC LENGTH OF 990.01 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG THE AFORESAID EAST LINE OF THE COLLECTOR ROAD EXTENSION, NORTH 35°11'15" EAST A DISTANCE OF 194.22 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD; THENCE SOUTH 54°48'45" EAST ALONG THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 467.28 FEET TO THE POINT OF BEGINNING.

Exhibit B

County Application for Impact Fee Credit

Exhibit B

Proportionate Fair Share Calculation for Volusia County

Town West Senior Living

								(b)	(c)	(a)	(d)=a/(c-b)			
Roadway	Segment	Length (Miles)	Improvement	Cost per Lane Mile	Additional	Improvement	Total	Existing Capacity	Improved Capacity	Capacity Increase	Project Trips	Project Percentage	Prop Share	
					Cost	Cost	Improvement Cost							
Williamson Blvd	SR 400 (Beville Road) to Madeline Avenue	1.70	Widen 2 to 4 lanes, rural				\$6,700,000.00	1,540	3,410	1,870	8	0.43%	\$28,663.10	
	Medeline Avenue to Willow Run	0.81	Widen 2 to 4 lanes, rural	\$7,083,000		\$5,737,230	\$5,737,230.00	1,540	3,410	1,870	12	0.64%	\$36,816.45	
	Willow Run to Town West Boulevard	0.85	Widen 2 to 4 lanes, rural	\$7,083,000	\$10,000,000	\$16,020,550	\$16,020,550.00	1,540	3,410	1,870	13	0.70%	\$111,372.81	
	Town West Boulevard to N. Pavilion Driveway	0.62	Widen 2 to 4 lanes, rural	\$7,083,000		\$4,369,191	\$4,369,191.48	1,540	3,410	1,870	15	0.80%	\$35,046.99	
Taylor Road	Dunlawton Avenue to Clyde Morris Boulevard						\$8,300,000.00	1,258	1,999	741	4	0.54%	\$44,804.32	
														\$256,703.67

Exhibit C

City Proportionate Share Calculation



Exhibit C – Proportionate Fair Share Calculation for City of Port Orange
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	Town West Senior Living
Site Address:	1600 Town West Blvd.
City Case No.	21-80000008
Zoning District	PC-A (Planned Commercial Agriculture)
TIA Report Date	March 30, 2022
TIA Prepared by:	Kok Wan Mah, P.E.
Name of Firm:	VHB, Inc.
Est. Date of Impact	2024

Developer:

Corporate Entity	Town West Senior Living Partners, Ltd.
Contact Person	Jay P. Brock, Executive Vice President
Mailing Address:	200 E. Canton Ave. Suite 102, Winter Park, FL 32789

Land Owners:

Corporate Entity	Wetherbee Partners LLC	Florida PCF Investments LLC
Contact Person	Paul M. Missigman	John Hinton Jr.
Mailing Address:	200 E. Canton Ave. Suite 102, Winter Park, FL 32789	1515 Herbert St. Ste. 213, Port Orange, FL 32129

Real Property

Total Acreage:	+/- 12.41 acres
Parcel Number(s):	6213-00-00-0037
Legal Description	Legible real property legal description and sketch attached as EXHIBIT A

Exhibit C – Proportionate Fair Share Calculation for City of Port Orange

Traffic Impact Analysis

Development Name:	Town West Senior Living
City Case No.:	21-80000008
TIA Report Date:	March 30, 2022
TIA Prepared by (Firm):	VHB, Inc.
Estimated Date of Impact:	2024

Contribution Calculations: Adjusted March 30, 2022

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Contribution Without Multiplier ^[2]	Contribution with Multiplier* ^[2]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	6/860	0.70%	\$21,997	\$21,997
*Financial Guarantee Multiplier	1.1	1.1	1.0				
Total Fair-Share Contribution						Port Orange FSP- \$ 21,997	

Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRCF 5709/4736) are completed or fully funded.

[1] City Project Participant - *Eligible for City trans. impact fee credits*

[2] Rounded up to nearest whole dollar

Planning Review: _____ Date _____

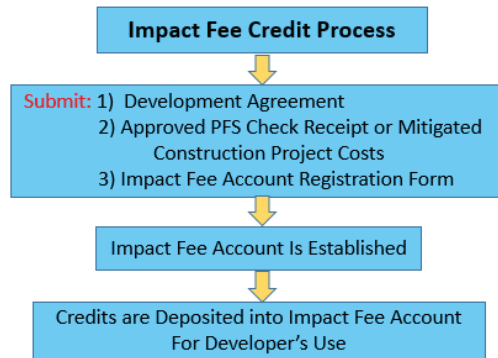
Finance Review: _____ Date _____

Exhibit D

Volusia County Impact Fee Credit Instructions

IMPACT FEE CREDITS

The following steps are required to be able to obtain impact fee credits for PFS payment or construction mitigation improvement:



1. Establish an Impact Fee Credit Account:

- After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Storm Kazmierczak (skazmierczak@volusia.org, (386) 736-5967 x12294). Please allow 5-7 business days.
 - *For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:*
 - Copy of the project's recorded development agreement
 - Copy of your PFS check and receipt.
 - Completed Volusia County Impact Fee Account Registration form** attached. Registration forms require original signatures. Copies or PDF's will not be accepted.
 - .
 - *For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:*
 - Copy of the project's recorded development agreement.
 - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted. An itemized tabulation delineating eligible costs is required when contracts or invoices include ineligible items. Note: Eligible costs include design, permitting, right-of-way (if applicable), and construction & CEI.
 - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

***Note: Your Transportation Impact Fee Credit Account is like a bank account. The "List of Person(s) authorized to sign for this account", on the form, will be the people authorized to make withdrawals from your Transportation Impact Fee Credit Account.*

2. Allow Staff to Process Information and Make Deposit:

- The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant.
- Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). Contact: Beth Branton (bbranton@volusia.org, (386) 736-5924, ext. 12097).
- GRM will not accept executed forms from anyone other than Engineering & Construction.
- GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer your credits. Please be aware that the county auditor completes audits of transportation impact fee credit files.

For questions regarding the following, please call:

- **Impact Fee Credit Registration** - Storm Kazmierczak at (386) 736-5967, ext. 12294, skazmierczak@volusia.org
- **Impact Fees or Impact Fee Credit Account balance** - Beth Branton at (386) 736-5924, ext. 12097, bbranton@volusia.org.
- **PFS Agreements**, please contact Russ Brown at [386-736-5950](tel:386-736-5950) x12947, rbrown@volusia.org
- **PFS payments**, please contact Kristen Vieira at 386-736-5968, ext. 12177, kvieira@volusia.org
- **PFS calculations**, please contact Melissa Winsett at 386-736-5968, ext. 12322, mwinsett@volusia.org



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B12) Approval of Proportionate Fair-Share Agreement for Stor-It Site Plan (Case No. 21-80000009)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Proportionate Fair-Share Agreement for the Stor-It Site Plan - Case No. 21-80000009, and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The Stor-It development is proposed to be located at 720 Dunlawton Avenue (see location map below). The proposed Proportionate Fair- Share Agreement has been prepared in conjunction with the site plan for the development of a 103,688 square-foot self-storage and retail development on +/- 6.2 acres, along with associated on-site and off-site improvements. The Transportation Impact Technical Memorandum completed by LTG, Inc. anticipates impacts at the intersection of Williamson Boulevard and Taylor Road upon completion of the project. The technical memorandum was prepared according to the City of Port Orange's adopted guidelines and was reviewed and approved by city staff.

Based on the technical memorandum prepared, the developer, Stor-It Self Storage Port Orange LLC, is required to make a \$14,665 fair-share mitigation payment for the total 86 PM peak hour trips per day generated by the development. The Proportionate Fair-Share Agreement is to document the number of vested trips being used by the proposed development and to mitigate the impact of the new traffic generated from the development. The fair-share mitigation payment includes payment of \$14,665 to the City of Port Orange for the completed City of Port Orange Summer Trees Road project. The Proportionate Fair-Share Agreement has been executed by the property owner and is attached for review.

The Stor-It Self Storage site is currently zoned Dunlawton Storage Planned Commercial Development (PCD), which allows for the proposed use. The subject property is located within the Eastport Business Center Community Redevelopment Area (CRA). The site plan for the proposed project has been reviewed at the staff level and may be approved once all Land Development Code requirements have been met and the required fair-share mitigation payment has been received.



PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Proportionate Fair Share Agreement with exhibits	2022_06_06_13_38_25.pdf
----	--	-------------------------

Penelope Cruz	Created/Initiated - 5/10/2022
Tim Burman	Approved - 5/17/2022
John McKinney	Approved - 5/18/2022
Shannon Balmer	Approved - 5/19/2022
Wayne Clark	Approved - 5/26/2022
Robin Fenwick	Final Approval - 5/26/2022

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2022, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **STOR-IT SELF STORAGE, LLC**, a Florida limited liability company whose address is 1451 N. U.S. HWY 1, Suite 13, Ormond Beach, FL 32174 (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described within the Project Data on the attached Exhibits "A-1" and "A-2" (the "Project"); Developer desires to permit, develop and, if appropriate, plat the real property described and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop an 103,688 square-foot storage and retail development on approximately Six and Two-tenths (+/- 6.2) acres of real property more particularly described in Exhibit "B-1," attached hereto and incorporated herein by reference (Stor-It Self Storage), which will generate 86 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements described in the attached Exhibits ("Concurrency Improvements") are required in order for the Project to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, through the Transportation Impact Analysis, certain transportation impacts were identified within the area impacted by the Project and payment for such site related improvements are set forth in this Agreement.;

WHEREAS, the City has constructed or anticipates construction of Concurrency Improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** Except as otherwise agreed herein, the City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapter 4 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.
3. **Fair-Share Contributions.** Pursuant to Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida, a proportionate fair-share payment for concurrency impacts may include, separately or collectively, private funds, contributions of land, contribution of facilities, and construction of facilities ("Total Fair-Share Contribution"). The Developer shall take the following actions to address Concurrency Improvements identified by the City as a result of the impact of the development:

(a) **Proportionate Fair Share.** In connection with the City's construction of Concurrency Improvements, as set forth in **Exhibits "A-2"**, Developer shall pay to the City a fair share assessment in the amount of the Total Fair Share Contribution, as defined in **Exhibit A-1**, hereinafter "Total Fair Share Contribution", or, if applicable, the difference between the Total Fair-Share Contribution, and the value of the Construction Improvements, as described in subsection (b) of this Section 3, pursuant to Section 8(f), Article V, Chapter 21, Land Development Code, City of Port Orange, hereinafter the "Fair Share Payment." Developer agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as determined in **Exhibit "A-2"**. The City shall apply the Fair Share Payment to the Concurrency

Improvements described in **Exhibit "A-2"**. Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City and the right to request a refund is waived. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.

(b) Construction of Improvements. If applicable, Developer agrees to construct, or to have constructed, a portion or all of the "Concurrency Improvements," referenced in **Exhibits "A-2"** as full or partial payment towards the Total Fair-Share Contribution, in accordance with Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida. Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapters 4 and 21 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements. Additionally, the Concurrency Improvements to be constructed by the Developer shall be complete prior to the issuance of Certificate of Occupancy. For purposes of this Agreement, "reasons outside of Developer's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which Developer could not have foreseen or other similar matters or causes.

(b) If the City chooses to apply the proportionate fair-share payment to an alternative improvement to mitigate transportation deficiencies within the area impacted by the project as indicated on the **Exhibit "A-2"** or, if applicable, accept the construction of improvements, separately or collectively, then, unless otherwise stated herein, said mitigating payment and/or completed and approved by the City construction improvements are accepted as full payment for the Total Fair Share Contribution, as defined in **Exhibit "A-1"**.

(c) If applicable, once construction of improvements offered as full or partial payment toward the Total Fair-Share Contribution are complete, Developer shall provide actual costs of the improvements, certified, sealed, and signed by the engineer of record for the Project. If actual costs are less than the estimated costs of constructing improvements previously provided for consideration toward the Total Fair-Share Contribution, then Developer shall pay the outstanding balance owed on the Total Fair-Share Contribution. Any additional monies owed and certification of actual costs shall be provided prior to the first Certificate of Occupancy.

(d) The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant."

4. **Vested Rights in Traffic Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.
5. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.
8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
9. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity

or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

- F. Expiration. This Agreement shall expire after Developer's contribution of the Proportionate Fair Share, as set forth in Section 3 of this Agreement.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
- i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2021), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.
 - v. All notices shall specify a place where a copy of the proposed amendment can be obtained.
- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement

shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."

- K. Counterparts. 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 Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by and through the duly authorized representatives, on the date set forth hereinbelow.

WITNESSES:


Printed Name: Barbara A. GRAU


Printed Name: Courtney White

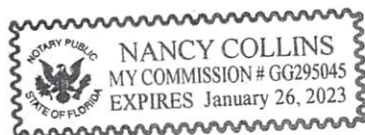
DEVELOPER:
STOR-IT SELF STORAGE, LLC, a Florida
limited liability company

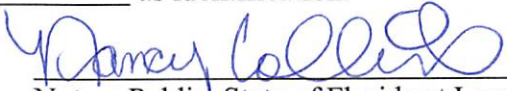
By: 
John S. Vanacore, Manager

Date: 5/18/22, 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this 18th day of May 2022, by John S. Vanacore, Manager of STOR-IT SELF STORAGE, LLC. He ☒ is personally known to me OR ☐ produced _____ as identification.




Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

Stor It Self Storage
Project No. _____
CA
SKB 10-24-2019

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2022, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that each is duly authorized to execute the foregoing agreement on behalf of the city. They are personally known to me.

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

Stor It Self Storage
Project No. _____
CA
SKB 10-24-2019



Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	Stor-It
Site Address:	720 Dunlawton Avenue
City Case No.	21-80000009
Zoning District	Planned Commercial Development (PCD)
TIA Report Date	April 25, 2022
TIA Prepared by:	LTG, Inc.
Est. Date of Impact	2023

Developer:

Corporate Entity	Stor-It Self Storage Port Orange LLC
Contact Person	John S. Vanacore, Manager
Mailing Address:	1451 N U S HWY #1 STE 13, Ormond Beach, FL 32174

Land Owner:

Corporate Entity	Stor-It Self Storage Port Orange LLC
Contact Person	1451 N U S HWY #1 STE 13
Mailing Address:	Ormond Beach, FL 32174

Real Property

Total Acreage:	+/- 6.2 acres
Parcel Number(s):	6337-51-00-0030
Legal Description	Legible real property legal description and sketch attached as EXHIBIT B-1

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Traffic Impact Analysis

Development Name:	Stor-It
City Case No.:	21-80000009
TIA Report Date:	April 25, 2022
TIA Prepared by (Firm):	LTG, Inc.
Estimated Date of Impact:	2023

Contribution Calculations: Adjusted October 21, 2019

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted ^[3]	Contribution with Multiplier* ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	4/860	0.0139	N/A	\$14,665
Yorktowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855							
1. Mitigation – Williamson Boulevard	N/A	N/A	N/A	N/A	N/A	N/A	N/A
a. Caribbean Pine Way to Madeline Ave.	\$6,700,000	N/A	N/A	N/A	N/A	N/A	N/A
b. Madeline Ave to Willow Run Blvd.	\$5,737,230	N/A	N/A	N/A	N/A	N/A	N/A
c. Willow Run Blvd. to Town West Blvd.	\$16,020,000	N/A	N/A	N/A	N/A	N/A	N/A
d. Town West Blvd. to 4L Terminus N of PO Pavilion	\$4,391,460	N/A	N/A	N/A	N/A	N/A	N/A
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3. Mitigation - Taylor Road (Dunlawton Ave. to Clyde Morris Blvd.)	\$8,300,000	N/A	N/A	N/A	N/A	N/A	N/A

*Financial Guarantee Multiplier	1.1	1.1	1.0
---------------------------------	-----	-----	-----

Total Fair-Share Contribution	\$14,665
--------------------------------------	-----------------

Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRFCF 5709/4736) are completed or fully funded.

^[1] City Project Participant - *Eligible for City trans. impact fee credits*

^[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Boulevard and Taylor Road as indicated in the TIA. The impacts resulting from the above referenced project will be resolved through a mitigation payment to the Yorktowne Boulevard Extension Fair-Share project.

^[3] Rounded up to nearest whole dollar

Agreement 11/04/2005-Amended 3/01/2006*; 7/11/06[4], May, 2007; October 2007, November 2009
 Finance Updated Project Cost – 5/30/07, as updated, 8/12/08, 12/22/08, 11/19/09, 1/13/2010, 2/3/2010,
 1/20/2011, 2/9/2012, 4/8/2013, 12/7/2017, 7/30/2018, 8/23/2019, 9/2019 – VC Cost Update
 Transportation Concurrency and Fair Share –

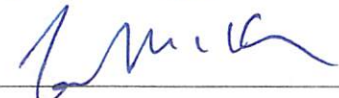
Planning Review:  Date 5-10-22
 Finance Review:  Date 5-11-22

Exhibit B-1

**LOT 3, BRICKLE SUBDIVISION, MAP BOOK 50, PAGE 169 THROUGH 170, VOLUSIA COUNTY,
FLORIDA.**



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B13) Approval of Proportionate Fair-Share Agreement for Conviva Medical Office Site Plan (Case No. 21-80000012)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Proportionate Fair-Share Agreement for Conviva Medical Office Site Plan - Case No. 21-80000012, and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The Conviva medical office is proposed to be located at 3691 Clyde Morris Boulevard (see location map below). The proposed Proportionate Fair-Share Agreement has been prepared in conjunction with the site plan for the development of a 9,000 square-foot medical office building and a 3,990 square-foot office building on ± 2.8 acres, along with associated on-site and off-site improvements. The Transportation Impact Technical Memorandum completed by Traffic Engineering Data Solutions, Inc., anticipates impact on Williamson Boulevard, Taylor Road and the intersection of Williamson Boulevard and Taylor Road upon completion of the development. The memorandum was prepared according to the City of Port Orange's adopted guidelines and was reviewed and approved by the City of Port Orange.

Based on the memorandum prepared, the property owner (Health Care 4, LLC), is required to make a \$86,588 fair-share mitigation payment for the 38 PM peak hour trips generated per day from the development. The Proportionate Fair-Share Agreement is to document the number of vested trips being used by the proposed development and to mitigate the impact of the new traffic generated from the development. The fair-share mitigation payment includes payment of \$82,922 to the City of Port Orange for design and construction of the Yorktowne Boulevard extension and \$3,666 for the completed Summer Trees Road project. The Proportionate Fair-Share Agreement has been executed by the property owner and is attached for review.

The Conviva site is currently zoned Community Commercial (CC), which allows for the proposed use. The site plan for the proposed project has been reviewed at the staff level and may be approved once all Land Development Code requirements have been met and the required fair-share mitigation payment has been received.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Proportionate Fair Share Agreement with exhibits	Conviva FSA City only.pdf
----	--	---------------------------

Gwen Perney	Created/Initiated - 5/19/2022
Tim Burman	Approved - 5/19/2022
John McKinney	Approved - 5/24/2022
Shannon Balmer	Approved - 5/26/2022
Wayne Clark	Approved - 5/27/2022
Robin Fenwick	Final Approval - 5/27/2022

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2022, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **Health Care 4, LLC**, a Florida limited liability company whose mailing address is 220 Charles Street, Port Orange, FL 32129, (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described within the Project Data on the attached **Exhibits "A-1" and "A-2"** (the "Project"); Developer desires to permit, develop and, if appropriate, plat the real property described and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a 9,000 square foot medical office (Conviva) and 3,990 square foot future medical office building on approximately Two and eight-tenths (± 2.8) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference (Conviva), which will generate 38 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements described in the attached Exhibits ("Concurrency Improvements") are required in order for the Project to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, through the Transportation Impact Analysis, certain transportation impacts were identified within the area impacted by the Project and payment for such site related improvements are set forth in this Agreement.;

WHEREAS, the City has constructed or anticipates construction of Concurrency Improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** Except as otherwise agreed herein, the City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapter 4 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.
3. **Fair-Share Contributions.** Pursuant to Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida, a proportionate fair-share payment for concurrency impacts may include, separately or collectively, private funds, contributions of land, contribution of facilities, and construction of facilities ("Total Fair-Share Contribution"). The Developer shall take the following actions to address Concurrency Improvements identified by the City as a result of the impact of the development:
 - (a) **Proportionate Fair Share.** In connection with the City's construction of Concurrency Improvements, as set forth in **Exhibits "A-2"**, Developer shall pay to the City a fair share assessment in the amount of the Total Fair Share Contribution, as defined in **Exhibit A-1**, hereinafter "Total Fair Share Contribution", or, if applicable, the difference between the Total Fair-Share Contribution, and the value of the Construction Improvements, as described in subsection (b) of this Section 3, pursuant to Section 8(f) , Article V, Chapter 21, Land Development Code, City of Port Orange, hereinafter the "Fair Share Payment." Developer agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as determined in **Exhibit "A-2"**. The City shall apply the Fair Share Payment to the Concurrency

Improvements described in **Exhibit “A-2”**. Upon the City’s receipt of the payment from the Developer, the funds shall become the property of the City and the right to request a refund is waived. The payment must be deposited with the City within 30 days of the city council’s approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.

(b) Construction of Improvements. If applicable, Developer agrees to construct, or to have constructed, a portion or all of the "Concurrency Improvements," referenced in **Exhibits “A-2”** as full or partial payment towards the Total Fair-Share Contribution, in accordance with Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida. Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapters 4 and 21 of the City’s Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements. Additionally, the Concurrency Improvements to be constructed by the Developer shall be complete prior to the issuance of Certificate of Occupancy. For purposes of this Agreement, "reasons outside of Developer's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which Developer could not have foreseen or other similar matters or causes.

(b) If the City chooses to apply the proportionate fair-share payment to an alternative improvement to mitigate transportation deficiencies within the area impacted by the project as indicated on the **Exhibit “A-2”** or, if applicable, accept the construction of improvements, separately or collectively, then, unless otherwise stated herein, said mitigating payment and/or completed and approved by the City construction improvements are accepted as full payment for the Total Fair Share Contribution, as defined in **Exhibit “A-1”**.

(c) If applicable, once construction of improvements offered as full or partial payment toward the Total Fair-Share Contribution are complete, Developer shall provide actual costs of the improvements, certified, sealed, and signed by the engineer of record for the Project. If actual costs are less than the estimated costs of constructing improvements previously provided for consideration toward the Total Fair-Share Contribution, then Developer shall pay the outstanding balance owed on the Total Fair-Share Contribution. Any additional monies owed and certification of actual costs shall be provided prior to the first Certificate of Occupancy.

(d) The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant."

4. **Vested Rights in Traffic Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.
5. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.
8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
9. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity

or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

- F. Expiration. This Agreement shall expire after Developer's contribution of the Proportionate Fair Share, as set forth in Section 3 of this Agreement.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
 - i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2021), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.
 - v. All notices shall specify a place where a copy of the proposed amendment can be obtained.
- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement

shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."

K. Counterparts. 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 Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by and through the duly authorized representatives, on the date set forth hereinbelow.

WITNESSES: **DEVELOPER:**
HEALTH CARE 4, LLC, a Florida limited liability company

Printed Name: _____ By: _____
E.V. LACOUR, MANAGER

Printed Name: _____ Date: _____, 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____ 2022, by *E.V. LACOUR, MANAGER*, Manager of HEALTH CARE 4, LLC. He ☐ is personally known to me OR ☐ produced _____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or [] online notarization this _____ day of _____, 2022, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that each is duly authorized to execute the foregoing agreement on behalf of the city. They are personally known to me.

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



Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	New Port Lot 4 – Conviva
Site Address:	3691 Clyde Morris Blvd.
City Case No.	21-80000012
Zoning District	Community Commercial (CC)
TIA Report Date	May 23, 2022
TIA Prepared by:	Traffic Engineering Data Solutions, Inc.
Est. Date of Impact	2023

Developer:

Corporate Entity	Health Care 4, LLC
Contact Person	E.V. LaCour, Manager
Mailing Address:	220 Charles Street, Port Orange, FL 32129

Land Owner:

Corporate Entity	Health Care 4, LLC
Contact Person	E.V. LaCour
Mailing Address:	220 Charles Street, Port Orange, FL 32129

Real Property

Total Acreage:	+/- 2.8 acres
Parcel Number(s):	6306-19-00-0040
Legal Description	Legible real property legal description and sketch attached as EXHIBIT B-1

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Traffic Impact Analysis

Development Name:	New Port Lot 4 – Conviva
City Case No.:	21-80000012
TIA Report Date:	May 23, 2022
TIA Prepared by (Firm):	Traffic Engineering Data Solutions, Inc.
Estimated Date of Impact:	2023

Contribution Calculations: Adjusted May 24, 2022

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Contribution with Multiplier* ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	1/860	0.12	\$3,666
Yorktowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855						
1. Mitigation – Williamson Boulevard	N/A	N/A	N/A	N/A	N/A	N/A
a. Caribbean Pine Way to Madeline Ave.	\$6,700,000	N/A	N/A	N/A	N/A	N/A
b. Madeline Ave to Willow Run Blvd.	\$5,737,230	N/A	N/A	5/1870	0.26	\$14,727
c. Willow Run Blvd. to Town West Blvd.	\$16,020,000	N/A	N/A	4/1870	0.24	\$37,694
d. Town West Blvd. to 4L Terminus N of PO Pavilion	\$4,391,460	N/A	N/A	2/1870	0.09	\$3,757
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	N/A	N/A	N/A	N/A	N/A	N/A
3. Mitigation - Taylor Road (Dunlawton Ave. to Clyde Morris Blvd.)	\$8,300,000	N/A	N/A	1/310	0.32	\$26,744

*Financial Guarantee Multiplier	1.1	1.1	1.0
---------------------------------	-----	-----	-----

Total Fair-Share Contribution	\$86,588
--------------------------------------	-----------------

Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRCF 5709/4736) are completed or fully funded.

^[1] City Project Participant - *Eligible for only City trans. impact fee credits*

^[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Boulevard and Taylor Road as indicated in the TIA. The impacts resulting from the above referenced project will be resolved through a mitigation payment to the Yorktowne Boulevard Extension Fair-Share project.

^[3] Rounded up to nearest whole dollar

Planning Review: _____ Date _____

Finance Review: _____ Date _____

Exhibit B-1

LOT 4 AND A PORTION OF LOT 5, NEW PORT SUBDIVISION, PER MAP BOOK 56, PAGES 42-44 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE RUN N01°09'31"E ALONG THE PLATTED WEST LINE OF SAID LOT 4 AND THE PLATTED WEST LINE OF SAID LOT 5 , A DISTANCE OF 216.35 FEET; THENCE N89°54'26"E, 571.73 FEET TO THE PLATTED EAST LINE OF SAID LOT 5; THENCE ALONG THE PLATTED EAST LINE OF SAID LOT 5 S01°11'16"W, 217.27 FEET TO THE SOUTHEAST CORNER OF SAID PLATTED LOT 5; THENCE S89°59'58"W ALONG THE PLATTED SOUTH LINE OF SAID LOT 5 AND ALONG THE PLATTED SOUTH LINE OF SAID LOT 4, A DISTANCE OF 571.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.845 ACRES, MORE OR LESS.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B14) Approval of Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Mutual Aid Agreement and authorize the Chief of Police to execute the same on behalf of the City of Port Orange.

SUMMARY: The Drug Task Force mission is to identify, arrest, and eliminate street level drug organizations and individuals who control drug operations. The Drug Task Force is not limited to narcotics related cases, it is also responsible for the investigation into non-organized prostitution, gambling, alcoholic beverage, tobacco and firearm violations. The Parties are contributing personnel and resources in support of the Drug Task Force efforts, with the operations of the Drug task Force being coordinated with the Volusia Sheriff's Office and the other Drug Task Force members.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	ESNTF WSNTF MOU Master 05-03-2022	ESNTF WSNTF MOU Master 05-03-2022.pdf
----	-----------------------------------	---------------------------------------

Beth Unruh	Created/Initiated - 5/11/2022
Manuel Marino	Approved - 5/11/2022
John McKinney	Approved - 5/18/2022
Matthew Jones	Approved - 5/19/2022
Wayne Clark	Approved - 5/26/2022
Robin Fenwick	Final Approval - 5/26/2022

**VOLUSIA COUNTY COMBINED-DRUG TASK FORCE
MULTI-AGENCY VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

WHEREAS, the below subscribed law enforcement agencies have joined together within Volusia County, Florida in a task force (hereinafter referred to as the *Combined Drug Task Force* or “*Drug Task Force*”) intended to combat street level drug law violations, street level vice law violations, related criminal violations and to disrupt person(s) and/or organizations engaging in such activity; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, “the Florida Mutual Aid Act,” to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies in the *Combined Drug Task Force*;

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Volusia Sheriff’s Office to implement with the jurisdictional and other limits as noted herein the *Combined Drug Task Force* for the purposes and goals indicated.

Parties To This Agreement:

Local Participants:

Volusia Sheriff’s Office
DeLand Police Department
Edgewater Police Department
Holly Hill Police Department
New Smyrna Beach Police Department
Ormond Beach Police Department
Port Orange Police Department
South Daytona Police Department

Additional parties may, at the request of a participating member and with the approval of the other *Combined Drug Task Force* member agencies, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in the Agreement upon delivery of written notice of cancellation to the Volusia Sheriff's Office.

Intent Statement, Task Force Goals and Provisions for Voluntary Cooperation:

It is the intention of the Volusia Sheriff's Office to establish this multi-agency *Drug Task Force* as a mechanism by which area law enforcement agencies can dedicate resources into a centralized unit for the purpose of targeting "street" level offenders, as well as the customer base associated with the distribution of illegal drugs and/or street level vice related crimes.

It shall be the mission of the *Drug Task Force* units to identify, arrest, and eliminate street level drug organizations and individuals who control drug operations. Additionally, the *Drug Task Force* will investigate specific citizen complaints regarding narcotics investigation. The *Drug Task Force* is not limited to narcotics related cases and is also responsible for the investigation into non-organized prostitution, gambling, alcoholic beverage, tobacco and firearm violations.

The principal purpose of the *Drug Task Force* shall be the successful prosecution of violators of illegal drug and/or vice related laws, with particular emphasis placed on efforts designed to identify and disrupt street level drug organizations. Furthermore, the *Drug Task Force* shall put into place efforts designed to identify and disrupt street level vice related organizations.

Drug Task Force efforts shall include, but are not limited to, undercover operations designed to detect illegal narcotics activity, including but not limited to violations of Chapters 893 and 895, Florida Statutes; the arrest and prosecution of those involved; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under the *Drug Task Force* operations.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the *Drug Task Force*, which shall be to enforce criminal law violations.

Nothing herein shall otherwise limit the ability of participating *Drug Task Force* members to render, as allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the *Drug Task Force* efforts, with the operations of the *Drug Task Force* being coordinated with the Volusia Sheriff's Office and other *Drug Task Force* members.

Procedure for Requesting Assistance

Officers assigned to *Drug Task Force* operations pursuant to this agreement who observe a violation of Florida Statutes in their presence shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Any Drug Task Force Supervisor may request and render enforcement assistance and or take enforcement action in accordance with the law and terms of this agreement.

Organization, Command and Supervisory Responsibility:

Each participating agency shall contribute personnel and resources to the *Combined Drug Task Force* in such numbers as are agreed to by the participating agency and the Volusia Sheriff's Office. Participating agencies shall assign personnel to the *Combined Drug Task Force* based upon their investigative experience and the operational needs of the *Drug Task Force*. Final acceptance of personnel assigned to the *Combined Drug Task Force* shall rest with the Volusia Sheriff's Office.

The Volusia Sheriff's Office will assign a supervisor of the rank of sergeant to *Drug Task Force* with supervisory authority for *Drug Task Force* operations. The VSO Supervisor shall be responsible for the operational command and day-to-day administration of all *Drug Task Force* operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed, pending periodic review and concurrence of the Volusia Sheriff's Office, Commander of the Special Investigations Section, and shall have primary supervisory responsibility for operations and investigations occurring within Volusia County. However, for any *Drug Task Force* activity and investigations outside of Volusia County to be considered as authorized by this agreement the VSO supervisor shall contact and request assistance from the Sheriff's Office, Police Agency, Federal Agency and/or HIDTA group having jurisdiction in the operational area.

The VSO Supervisor, in consultation with the primary Assistant State Attorney or Statewide Prosecutor assigned to *Drug Task Force* matters will initially determine whether cases resulting from *Drug Task Force* activities shall be prosecuted in state court, or whether an individual case would be best resolved through referral to the United States Attorney for consideration of federal prosecution. Should any participating agency disagree with the initial venue determination made by the VSO Supervisor and Assistant State Attorney, said agency shall have the right to present the matter to the Sheriff and/or Designee, on an individual case basis, for reconsideration and final decision.

During the absence of the assigned VSO Supervisor, or as deemed necessary, the Volusia Sheriff's Office Special Investigations Section Commander will temporarily assign another Special Investigations Section Supervisor to assume all operational command and day-to-day administration of the *Drug Task Force* operations and personnel matters.

The Volusia Sheriff's Office Commander of the Special Investigations Section shall periodically, at a minimum annually, review the objectives and accomplishments of the *Drug Task Force* and report its findings to the assigned VSO Supervisor.

Jurisdiction:

The principal site of the *Combined Drug Task Force* activity is the geographical boundaries of Volusia County, Florida; provided however, that *Drug Task Force* members shall enjoy full jurisdictional authority anywhere within the State of Florida, as provided and outlined in the attached Florida Sheriff's Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement. *Drug Task Force* members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved *Drug Task Force* activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the boundaries of their employing Agency is by reason of this Agreement and the overall supervision and authority of the VSO Supervisor. Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned agencies participating in the *Drug Task Force* shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and actually directed as provided herein by a Volusia Sheriff's Office supervisor for activities occurring within Volusia County or a supervisor having jurisdiction in the area of operation as outlined in the aforesaid Mutual Aid Agreement. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to *Drug Task Force* operations or have been encountered directly incident to an approved and supervised *Drug Task Force* operation.

If a conflict arises between an order or direction provided by a *Drug Task Force* supervisor and a member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the *Drug Task Force* supervisor, and to the superior in that member's agency chain of command. The *Drug Task Force* supervisor, in conjunction with the member's agency superior, shall attempt to resolve the conflict in a manner that will allow the *Drug Task Force* operation to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to effect a *Drug Task Force* initiative.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the *Drug Task Force* when engaged in *Drug Task Force* operations. In the absence of written memorandum of understanding or attachments, the policies and procedures to be utilized by *Drug Task Force* members shall be clearly identified by the Volusia Sheriff's Office, Task Force Supervisor in consultation with the Commander of the Volusia Sheriff's Office Special Investigations Section. However, as stated above, no *Drug Task Force* member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, rules or policies.

Powers, Privileges, Immunities, Costs and Liability-Related Issues:

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in the *Drug Task Force* initiatives pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in *Drug Task Force* activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below:

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to effect the purposes of the *Drug Task Force*, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. Each participating agency agrees to maintain in full force and effect, its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund, in the judgment of the governing body of that party/agency, at least adequate to cover the risk to which that party may be exposed, for the term of this Agreement. In no event shall such coverage be less than the statutory waiver of sovereign immunity. Should the aforementioned insurance coverage, however provided, be cancelled or undergo material change, the party shall notify each of the other parties to this Agreement of such change in writing within ten (10) days. Nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

Handling Complaints:

Whenever there is cause to believe that a complaint, against an employee of a Task Force member agency, has arisen as a result engaging in the *Drug Task Force* initiatives pursuant to this Agreement, the Drug Task Force Supervisor shall be responsible for the documentation of said complaint to ascertain at a minimum:

- The identity of the complainant.
- An address where the complaining party can be contacted.
- The specific allegation.
- The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the Task Force member agency, the above information, along with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or designee of the Task Force member agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

Property Seizure and Forfeiture Considerations:

No funds or other property seized during *Drug Task Force* operations are to be utilized by any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more member agencies. Forfeiture actions based upon seizures made by the *Drug Task Force* shall be based upon current statutory and case law. The Parties agree that the Volusia Sheriff's Office or individual participant agencies, through their own or other assisting attorneys, subject to participant agency concurrence, will be primarily responsible under this Agreement for pursuing all *Drug Task Force* forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of

other forfeiture attorneys or personnel as needed on particular matters, nor shall this preclude the adoption of said seizures for federal forfeiture proceedings when deemed appropriate. The Volusia Sheriff's Office may, if necessary, determine which agencies or contract entities shall handle forfeitures, subject to approval of affected agencies. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the *Drug Task Force*. Forfeited assets will be distributed amongst the participating agencies in the following manner:

The Eastside Volusia Narcotic Task Force

Volusia Sheriff's Office	25% of seized assets
Edgewater Police Department	12.5% of seized assets
Holly Hill Police Department	12.5% of seized assets
New Smyrna Beach Police Department	12.5% of seized assets
Ormond Beach Police Department	12.5% of seized assets
Port Orange Police Department	12.5% of seized assets
South Daytona Police Department	12.5% of seized assets

The West Volusia Narcotic Task Force

Volusia Sheriff's Office	80.0% of seized assets
DeLand Police Department	20.0% of seized assets

The Volusia Sheriff's Office may approve allocation of the forfeited assets to a non-participating agency of this *Drug Task Force* based upon that agency's involvement or participation in an individual case.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of *Drug Task Force* cases may request copies of forfeiture complaints and pleading filed by reason of *Drug Task Force* seizures, and such copies shall be promptly provided to the requester. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of member agency (ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the *Drug Task Force* is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the *Drug Task Force*, provided the property under consideration otherwise qualifies under law for such consideration.

Evidence and Records:

The Parties agree that all *Drug Task Force* reports and records shall be maintained by VSO, and shall be identified as *Drug Task Force* reports.

Evidence shall be seized in accordance with VSO guidelines and all evidence seized in *Drug Task Force* operations shall be maintained by VSO.

The Volusia Sheriff's Office, *Drug Task Force* supervisor, may at any time order a review and audit with regard to the seizure and handling of all evidence, property, or cash or any other aspect of *Task Force* operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

Operational Procedures Manual:

The Volusia Sheriff's Office *Drug Task Force* Supervisor will maintain a *Drug Task Force* Operational Procedures Manual, which will be provided to the Parties of this Agreement and to all *Drug Task Force* members. The Operational Procedures Manual will establish consistent uniform procedures for *Drug Task Force* members to utilize during *Drug Task Force* operations. The issues to be addressed in this Manual will include, but are not limited to: Confidential Sources; Security and Use of Investigative Funds; and Tactical/Raid Planning.

The Volusia Sheriff's Office, Public Information Officer, will establish a procedure that requires the uniform dissemination of media and/or public information, which relates to *Drug Task Force* matters.

Term of Agreement:

This Agreement shall become effective as to the executing Parties upon execution by the Volusia Sheriff, and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement shall remain in full force as to all participating Parties until May 31, 2025, unless cancelled in writing by an individual Party as provided herein. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Volusia Sheriff's Office. Copies of the Agreement and all executed signature pages will be filed with the Florida Department of Law Enforcement Mutual Aid Office in Tallahassee, Florida, within 14 days of signing. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto sign on the date specified.

See Representative Signature pages attached.

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Volusia Sheriff's Office:

Michael J. Chitwood, Sheriff
Volusia Sheriff's Office, (VSO)

Date: _____

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Holly Hill Police Department:

Jeffrey Miller, Chief of Police
Holly Hill Police Department, (HHPD)

Date: _____

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Ormond Beach Police Department:

Robert "Jesse" Godfrey, Chief of Police
Ormond Beach Police Department, (OBPD)

Date: _____

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2025)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the South Daytona Police Department:

Mark Cheatham, Chief of Police
South Daytona Police Department, (SDPD)

Date: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary
Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the New Smyrna Beach Police Department:

Mike Coffin, Chief of Police
New Smyrna Beach Police Department, (NSBPD)

Date: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary
Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Edgewater Police Department:

Joseph P. Mahoney, Chief of Police
Edgewater Police Department, (EPD)

Date: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary
Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the DeLand Police Department:

Jason D. Umberger, Chief of Police
DeLand Police Department, (DPD)

Date: _____

**Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary
Cooperation Mutual Aid Agreement (May 31, 2025)**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VSO along with this signature page.

For the Port Orange Police Department:

Manuel Marino, Chief of Police
Port Orange Police Department, (POPD)

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (B15) Approval to Submit Application for the Federal Fiscal Year 2022 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve submission of an application for the Federal Fiscal Year 2022 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)

SUMMARY: The Police Department is requesting permission to submit an application for the Federal Fiscal Year 2022 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP). Funds awarded may be used for 50% of costs to purchase bulletproof vests. It is anticipated the application will request \$17,278 to purchase 25 vests. The match required for this partnership will be budgeted in the Police Department's Fiscal Year 2023 operating budget.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	EMAIL Bulletproof Vest Partnership (BVP) - FY 2022 Application Announcement	EMAIL Bulletproof Vest Partnership (BVP) - FY 2022 Application Announcement.pdf
2.	Draft Application	Draft Application.pdf

Monica Marschick-Melendez
John McKinney
Eric Fisher
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 5/16/2022
Approved - 5/24/2022
Approved - 5/24/2022
Approved - 5/26/2022
Approved - 5/27/2022
Final Approval - 5/27/2022

From: BVP Email Account <ojp@public.govdelivery.com>

Sent: Thursday, April 28, 2022 10:47 AM

Subject: [EXT] Bulletproof Vest Partnership (BVP) – FY 2022 Application Announcement

Dear BVP Participant:

The [Bureau of Justice Assistance \(BJA\)](#) is pleased to announce the Fiscal Year (FY) 2022 [Patrick Leahy Bulletproof Vest Partnership \(BVP\) program](#) application funding period. The purpose of the BVP program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers. Please see the BVP Overview for detailed information on the BVP Program: <https://www.ojp.gov/bvp/overview>.

Applications for FY 2022 BVP funds will be accepted beginning Thursday, April 28, 2022. All applications must be submitted online at [Patrick Leahy Bulletproof Vest Partnership: Login \(usdoj.gov\)](#) by **6:00 pm eastern time on Monday, June 27, 2022**.

Important Information regarding FY 2022 BVP:

1. **System for Award Management (SAM) Registration Requirement:** Jurisdictions will not be able to apply for and receive FY 2022 BVP funds if they are not registered in SAM. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <http://www.sam.gov> as soon as possible in order to obtain information on and to complete the online SAM registration. Applicants should ensure that current bank routing and bank account information is included in the www.sam.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit www.sam.gov. The SAM Helpdesk can be reached at 866-606-8220.
2. **Unique Entity Identifier (UEI):** SAM recently transitioned from the DUNS number to the new Unique Entity Identifier (UEI). The UEI, a [12-character alphanumeric value](#), is now the primary means of identifying entities registered for federal awards government-wide in SAM. If an entity is already registered in SAM, it has been assigned a UEI. To view the UEI, the Federal Service Desk [posted instructions for finding the UEI in SAM](#). **All FY 2022 BVP applications must have a UEI entered in the BVP system to receive an FY 2022 BVP award.** More details on the impact of this change in the SAM system can be found at: <https://sam.gov/content/duns-uei>.
3. **User Guides and Training Materials:** User guides and training materials for the BVP application process and the payment request process can be found at: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#hf3a1a>.
4. **Mandatory Wear Policy:** Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers in place when the FY 2022 BVP applications are submitted. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. Please see the [BVP Mandatory FAQs](#) for further guidance on this requirement.
5. **Compliant Vest Lists:** Each vest purchased with FY 2022 funds must meet the National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>.
6. **Uniquely Fitted Armor Vest Requirement:** Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2022 BVP applications are submitted. In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an

individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

7. **Eligibility:** Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
8. **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2022 BVP funds:
 - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
 - Ensure that the application accurately reflects the current market cost for the vests identified on the application.
 - Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://www.ojp.gov/program/bulletproof-vest-partnership>

REVIEW APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

Below is the current status of your application. To add more vests to your application or to make modifications to your application, use either the 'Update Details' link in the 'Application Status' column or step 'Manage Application' in the left hand menu bar.

APPLICATION PROFILE

Participant	PORT ORANGE CITY
Fiscal Year	2022
Number of Agencies Applied	1
Total Number of Officers for Application	96
Number of Officers on Approved Applications	96

APPLICATION PROFILE

Fiscal Year	2022
Vest Replacement Cycle 	5
Number of Officers	96
Number of Emergency Replacement Needs 	Number of Stolen or Damaged 0

Number of
Officer
Turnover

5

REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
PORT ORANGE CITY	25	\$34,557.00		Created Update Details
Grand Totals:	25	\$34,557.00		

PROCEED TO SUBMIT APPLICATION



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (E17) Environmental Advisory Board Appointments (x2)

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Nominate two citizens to serve on the Environmental Advisory Board for a three-year term.

SUMMARY: Kat Atwood and Michael Anderson's terms on the Environmental Advisory Board will expire on May 7, 2022. Both members have expressed an interest in continuing to serve the City in this capacity.

The City Clerk has received one additional application from Jackalynn Craven-Laughner, which is attached for your review.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Craven-Laughner, Jackalynn	Craven-Laughner, Jackalynn.pdf
2.	Atwood, Kat	Atwood, Kat.pdf
3.	Anderson, Michael	Anderson, Michael.pdf

Shelby Field
Robin Fenwick
Wayne Clark
Robin Fenwick

Created/Initiated - 3/22/2022
Approved - 3/23/2022
Approved - 5/26/2022
Final Approval - 5/26/2022

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Wednesday, May 18, 2022 10:53:28 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Environmental Advisory Board
--	------------------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Jackalynn
------------	-----------

Last Name	Craven-Laughner
-----------	-----------------

Primary Phone	2035067365
---------------	------------

Alternate Phone	Field not completed.
-----------------	----------------------

Email Address	jackalynn@snet.net
---------------	--------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	5272 Barhydt Ave
---------	------------------

City	Port Orange
------	-------------

State	FL
Zip Code	32127
Preferred Mailing Address	<i>Field not completed.</i>
City Council District	<i>Field not completed.</i>
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Jo-Ann Del Prete Ormond Beach, FL 203-812-9803
Reference 2	Doreen Baillargeon Ansonia, CT 203-734-4478
Reference 3	Kristine Cunningham 386-631-7604
Education	
High School	Seymour High
Date Graduated High School	6/1/1984
College	Pace University
Date Graduated College	5/1/2007
Degree	Telecommunicaations/Comuter Information System
Additional Information	
Work Experience	alarm company, phone company nothing recent

Interests / Activities	scuba/commercial diving
Community Involvement	none
Why do you desire to serve on these boards?	recent move to Florida want to be more involved
Resume / Additional Information	Field not completed.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Jackalynn Craven-Laughner
Date	5/18/2022

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Sunday, December 13, 2020 8:07:08 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Civil Service Board, Code Enforcement Board*, Eastport Community Redevelopment Agency, Parks and Recreation Board, Planning Commission*, Town Center Community Redevelopment Agency
Pension Boards*	<i>Field not completed.</i>
Order of Preference	Planning Commission, Parks and Recreation, Town Center Community Redevelopment Agency, Eastport Community Redevelopment Agency, Code Enforcement, Civil Service Board

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Cathleen (Kat)
Last Name	Atwood
Date of Birth	<i>Field not completed.</i>
Telephone	7578311100
Email Address	katwoodx2@gmail.com
Business Telephone	<i>Field not completed.</i>
	<i>Field not completed.</i>

Are you a registered voter in Port Orange?

Address 872 SUGAR GROVE CT

City Council District PORT ORANGE

How long have you been a resident of Port Orange? 6 years

Are you currently serving on a City Board? No

If yes, when and which board? *Field not completed.*

References

Please list three references (business and / or personal)

Reference 1 Lisa Ball, 386-734-3965, 3577 Aquamarine Drive, DeLand, FL 32720

Reference 2 Cherise Wintz, Owner Cherise's Salon, 3612 S. Atlantic Ave, Daytona Beach Shores, FL 32118, 386-760-2035

Reference 3 William O'Connor, Vice Mayor Orange City, 386-748-1033, 2883 Stags Leap Drive, Orange City, FL 32763

Education

High School DeLand High School

Date Graduated High School 4/24/1981

College Columbia College, Daytona State College

Date Graduated College 5/12/2017

Degree Business Administration / Culinary Arts: Bread and Pastry

Additional Information

Work Experience Twenty-two (22) years of active duty in the United States Navy. Special Investigator, US Investigative Services (2004-2009)

Interests / Activities Running, Fitness, Bowling, Watersports, anything in the culinary arts

Community Involvement	Operation Changing Lives (volunteer), Relay for Life (fundraiser), Me Strong (National Anthem signer, West side of the County advertising for the event, fundraiser)
Why do you desire to serve on these boards?	I want to become more involved with the city. I attended Port Orange University and wish to do more for the betterment of the city and the citizens who live here.
Resume / Additional Information	In the Navy, I served as a Yeoman, Legalman, and Flag Writer. I also worked in recruiting administration. After 9/11, I was intimately involved with the recall of United States Navy Reservists in the Norfolk area. I retired as a Senior Chief Petty Officer. As a USIS Special Investigator, I conducted thorough background investigations on persons seeking positions of public trust or military security clearance.
<i>I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.</i>	
Type your name to sign	Cathleen Atwood
Date	12/13/2020

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Environmental Advisory Board
--	------------------------------

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Michael
------------	---------

Last Name	Anderson
-----------	----------

Date of Birth	6/24/1972
---------------	-----------

Telephone	3862996641
-----------	------------

Email Address	mranderson@bonedryflorida.com
---------------	--

Business Telephone	3862996641
--------------------	------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	6172 Del Rio Drive
---------	--------------------

City Council District	4
-----------------------	---

How long have you been a resident of Port Orange?	5 years
Are you currently serving on a City Board?	No
If yes, when and which board?	Field not completed.
References	
Please list three references (business and / or personal)	
Reference 1	Jack Wiles 520 Dunlawton Ave 386-547-0717
Reference 2	James Jestes 6170 Del Rio Drive 386-315-4744
Reference 3	Jarod Prentice 1026 NW 8th Terr Cape Coral, FL 33993 904-403-2566
Education	
High School	Forest High School (Ocala, FL)
Date Graduated High School	6/7/1990
College	University of Florida
Date Graduated College	12/15/2001
Degree	BS in Agricultural and Biological Engineering
Additional Information	
Work Experience	Former City of Port Orange Community Development Engineer and Flood Plain Manager Licensed Civil Engineer Licensed General Contractor
Interests / Activities	Boating Waterways Sustainable Development
Community Involvement	Field not completed.
Why do you desire to serve on these boards?	Bordered by water on two sides, the City of Port Orange has a valuable asset that should be sustained responsibly for generations. I feel that my professional experience and expertise could be a valuable asset to this board to assist with the sensitive issues that come along with development and the

environment. If chosen, I look forward to becoming an integral member of the board and hope that can I serve as an "even keel" to help the balance of the City's environmental assets.

Resume / Additional
Information

Field not completed.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign

Michael Anderson

Date

7/11/2018

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (F19) Second Reading - Ordinance No. 2022-8 - Small-scale Future Land Use Map Amendment/3741 S. Nova Road (Case No. 22-20000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-8, amending the Future Land Use designation of ± 2.3 acres, located at 3741 Nova Road, from *Office/Residential Transition (ORT)* to *Commercial*, and authorizing staff to send the amendment to the required review agencies.

SUMMARY: Planning Commission Action (3/24/2022): Recommended Approval (Vote 4-1)

The applicant is requesting to change the Future Land Use (FLU) designation of the subject property (3741 S. Nova Road) from Office/Residential Transition (ORT) to Commercial. The property is located on the east side of S. Nova Road, approximately 2,000 feet north of Dunlawton Avenue. The applicant's proposed FLU amendment is being processed concurrently with a rezoning application to rezone the subject property from Professional Office (PO) to Community Commercial (CC). If approved, the applicant intends to redevelop the property as a multi-tenant building for professional office and retail uses under the CC zoning district and requirements in the Land Development Code. At this time, no tenants have been identified for the proposed multi-tenant building.



The proposed Commercial FLU category provides a similar variety of uses and intensities as the current Office/Residential Transition designation but does not require a specific ratio of office to commercial type uses on site. According to the applicant, removing the Office/Residential Transition designation mixed-use requirements (75% office uses; 25% commercial uses) will allow for greater flexibility and redevelopment opportunities for this property based on the market and shifting conditions. The proposed use of the subject property as a commercial multi-tenant building is consistent with the proposed FLU designation and compatible with the surrounding land uses and zoning.

As part of any future redevelopment, a site plan and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The staff report is attached for more information.

PRESENTER: Tim Burman, Penelope Cruz

ATTACHMENTS:

1.	Ordinance 2022-8 with exhibit	Ordinance 2022-8 with exhibit.pdf
2.	Staff Report	Final CC Staff Report - FLUA - 3741 S. Nova Road.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 5/10/2022
Final Approval - 5/20/2022

ORDINANCE NO. 2022-8

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION
FOR ±2.3 ACRES FROM OFFICE/RESIDENTIAL
TRANSITION (ORT) TO COMMERCIAL FOR
PROPERTY GENERALLY LOCATED AT 3741 SOUTH
NOVA ROAD; PROVIDING FOR CONFLICTING
ORDINANCES, SEVERABILITY AND AN EFFECTIVE
DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, 2020-34, 2020-39, 2021-1, 2021-24, 2021-28, and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Office/Residential Transition (ORT) to Commercial as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

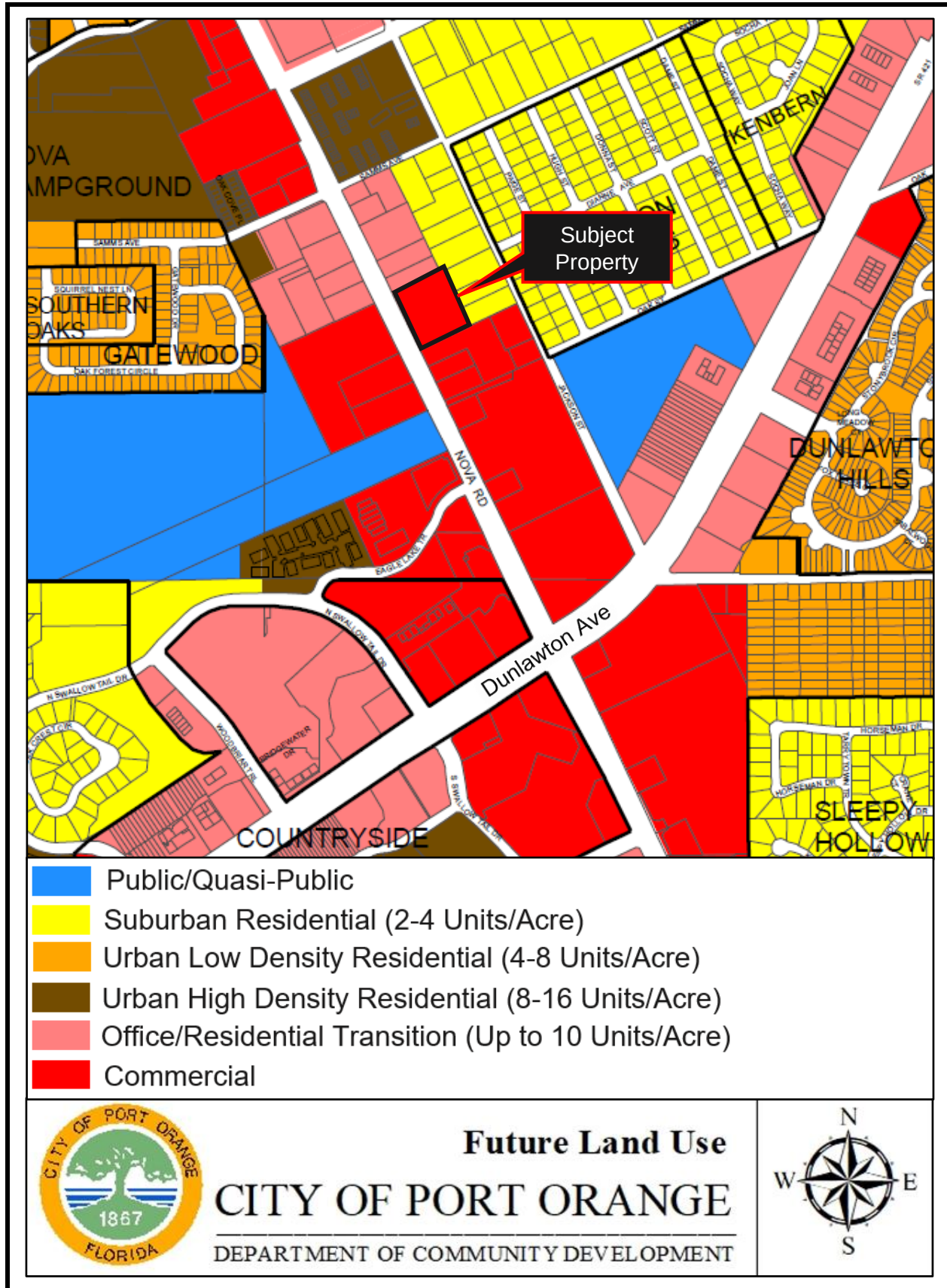
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"





STAFF REPORT

SMALL-SCALE FUTURE LAND USE MAP AMENDMENT

3741 S. NOVA ROAD
CASE NO. 22-20000001

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for ±2.3 acres from <i>Office/Residential Transition (ORT)</i> to <i>Commercial</i> .
LOCATION:	3741 S. Nova Road (see Figure 1)
OWNER:	Ashirwaad Properties, LLC
APPLICANT:	Parmjit Singh
STAFF CONTACT:	Gideon Smith, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 4-1 (March 24, 2022)
CITY COUNCIL DATE:	April 19, 2022

INTRODUCTION

Parmjit Singh, applicant, requests approval to change the Future Land Use (FLU) designation of ±2.3 acres from *Office/Residential Transition (ORT)* to *Commercial*. The subject property is located on the east side of S. Nova Road, approximately 2,000 feet north of Dunlawton Avenue. The applicant's proposed FLU amendment is being processed concurrently with a rezoning application to rezone the subject property from Professional Office (PO) to Community Commercial (CC). The proposed Community Commercial (CC) zoning is consistent with the proposed *Commercial* FLU designation, which allows for development of community scale businesses along arterial or collector roads that consist of a variety of office, retail, and personal services. If approved, the applicant intends to redevelop the property as a multi-tenant building for professional office and retail uses under the CC zoning district and requirements in the Land Development Code.

Figure 1. Location Map



DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The subject property was previously developed as a bank and is currently vacant. Access to the property is provided by two driveways along South Nova Road. The southern access point is currently designed as a one-way drive and the northern access point is currently designed as a two-way drive. The subject site is located approximately 2,000 feet north of the intersection of S. Nova Road and Dunlawton Avenue.

Below: Subject Property Looking Northeast



Above: Southern Driveway Entrance to Subject Property Looking Northeast



Above: Northern Driveway Entrance to Subject Property Looking East

The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1.

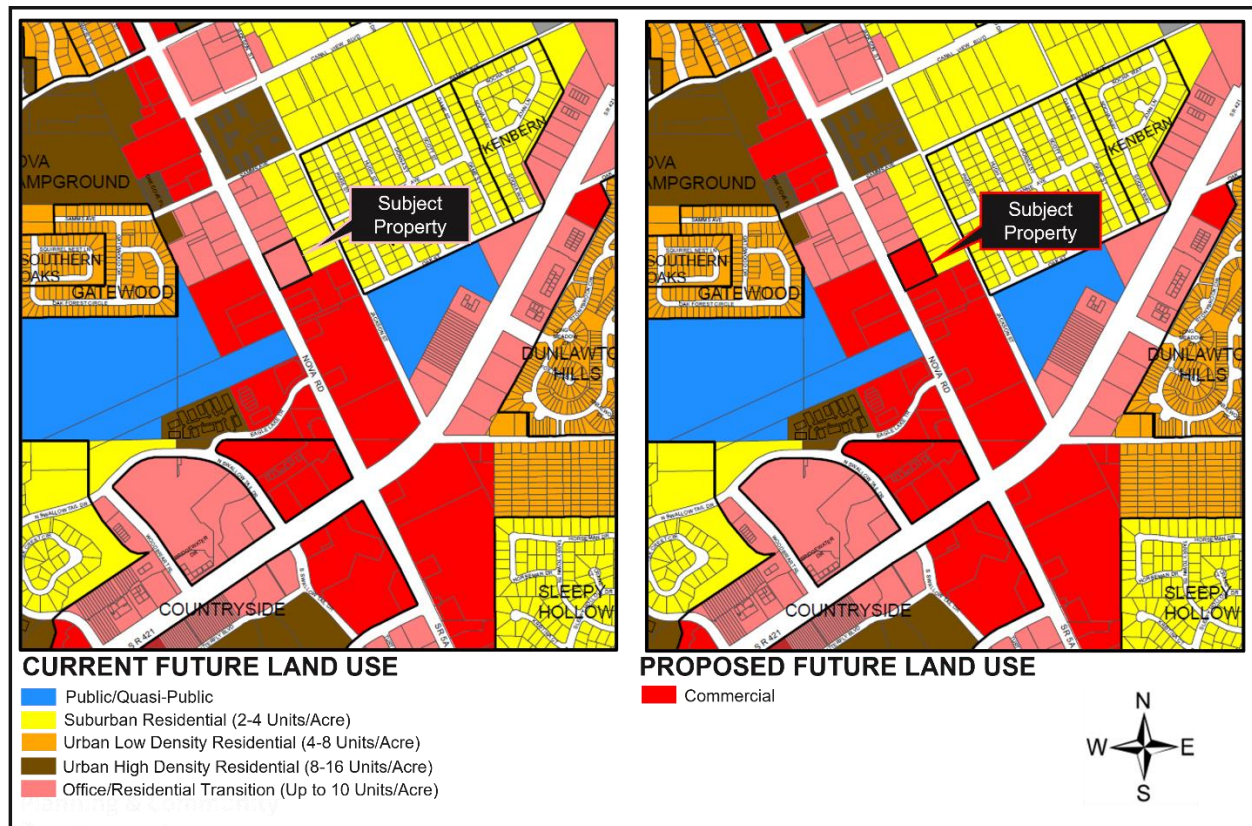
Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Vacant)	<i>Office Residential Transition</i>	Professional Office (PO)
South	Commercial (Shopping Center)	<i>Commercial</i>	Community Commercial (CC)
East	Residential (Single-Family)	<i>Suburban Residential (2-4 u/a)</i>	R-8SF Single-Family Residential
West	Commercial (All Aboard Storage) and S. Nova Road Right-of-Way	<i>Commercial</i>	Community Commercial (CC)

The subject property is adjacent to an undeveloped commercial property to the north, developed commercial properties to the south and west, and three residential properties to the east.

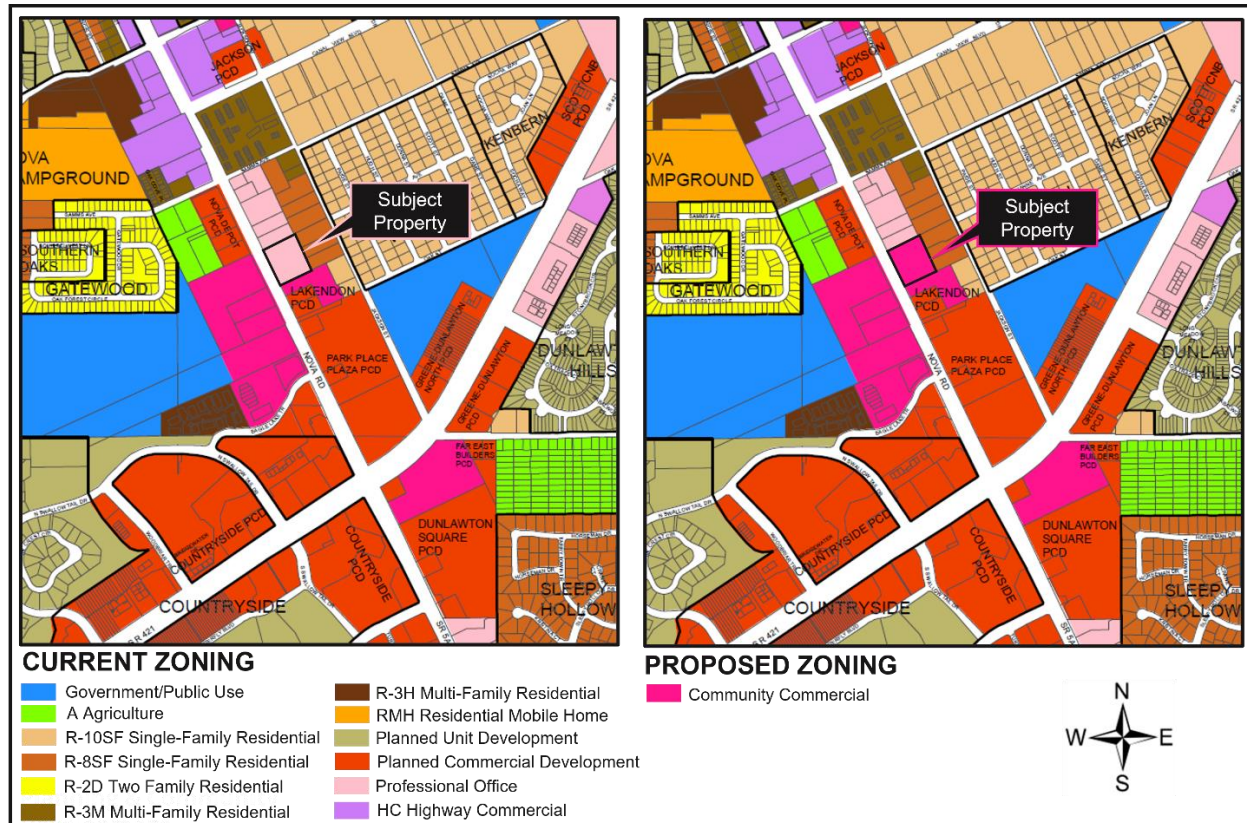
The current adopted and proposed FLU designation for the subject property and adjacent properties is identified in Figure 2.

Figure 2. Current and Proposed FLU Map



The current adopted and proposed zoning classification for the subject property and adjacent properties is identified in Figure 3. The applicant submitted a rezoning application that is being concurrently reviewed with the proposed FLU amendment to rezone the subject property from Professional Office (PO) to Community Commercial (CC) (Case No. 22-60000001).

Figure 3. Current and Proposed Zoning Map



PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±2.3-acres from *Office/Residential Transition (ORT)* to *Commercial*. The following table identifies the current adopted and proposed FLU designations by acreage (Table 2):

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Categories	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Office/Residential Transition (ORT)	2.3	0	-2.3
Commercial	0	2.3	+2.3
Total Acreage	2.3	2.3	0

The current *Office/Residential Transition (ORT)* FLU designation is a mixed-use category that allows for a distribution of uses on the subject property, with the cumulative mixture of uses totaling 100% based on the following theoretical maximum scenarios:

1. 25% residential (up to 10 units per acre) or 75% office; and
2. 25% commercial and 75% office

The proposed *Commercial* FLU category provides a similar variety of uses and intensities as the current *ORT* designation but does not require a specific ratio of office to commercial type uses on site. According to the applicant, removing the *ORT* designation mixed-use requirements (75% office uses; 25% commercial uses) will allow for greater flexibility and redevelopment opportunities for this location based on the market and shifting conditions. The proposed use of the subject property as a commercial multi-tenant building is consistent with the proposed FLU designation.

The maximum allowable density/intensity and net change in density/intensity between the proposed *Commercial* FLU designation and the current *Office/Residential Transition* FLU designation is shown in Table 3. The two theoretical maximum development scenarios for the current *ORT* FLU designation were compared to the proposed *Commercial* FLU designation. In both scenarios, the proposed amendment results in a decrease in density and intensity.

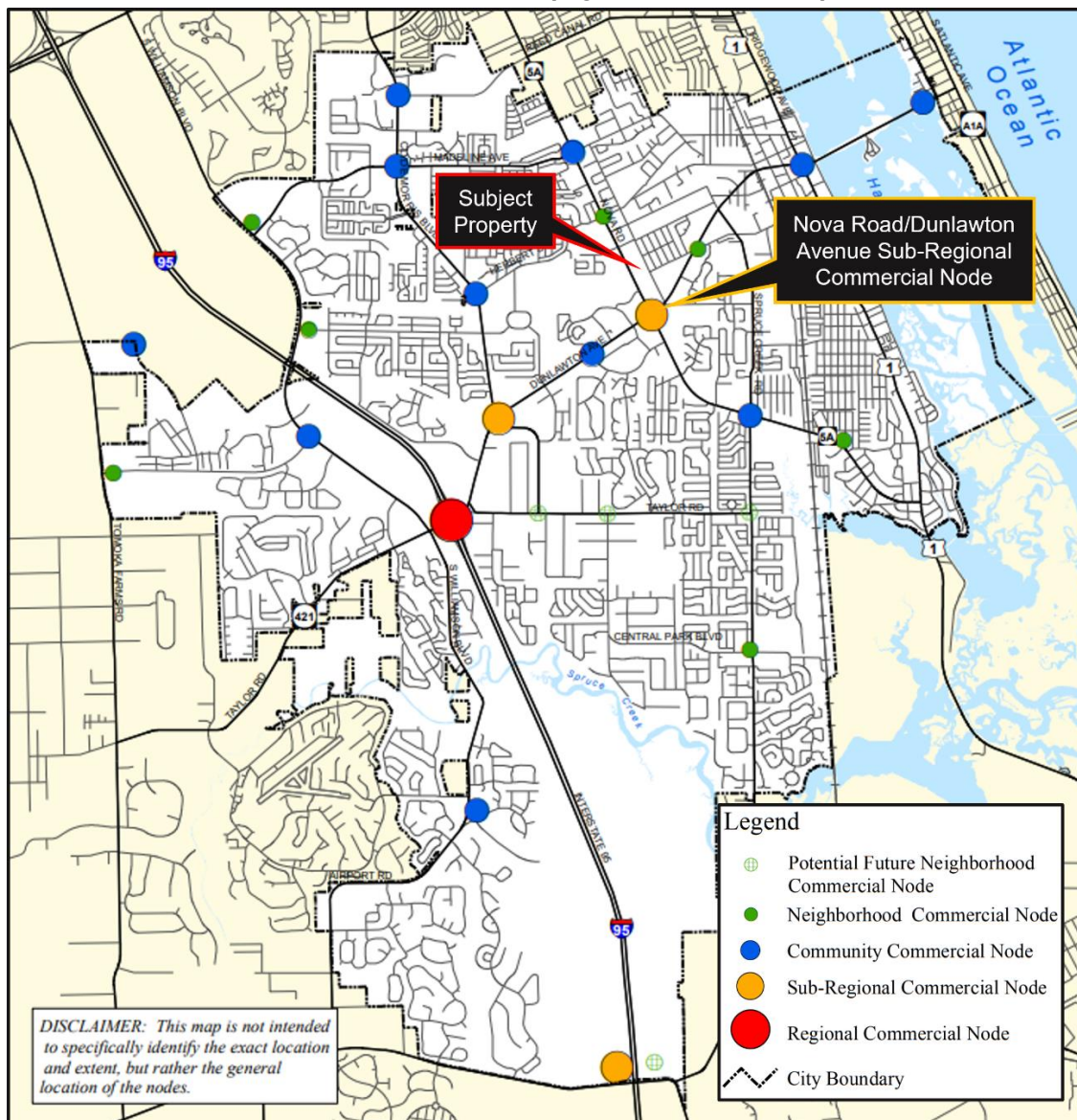
Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq. ft.)]		
Office/Residential Transition <i>Scenario #1</i> 25% Residential (10 units/acre)/75% Office (1.5 FAR*)	5 units 112,712 sq. ft. office	0	-5 units -112,712 sq. ft. office
Office/Residential Transition <i>Scenario #2</i> 25% commercial (1.5 FAR)/75% office (1.5 FAR)	37,571 sq. ft. commercial 112,712 sq. ft. office	0	-37,571 sq. ft. commercial -112,712 sq. ft. office
Commercial (0.75 FAR for sub-regional node)	0	75,141 sq. ft. commercial	+75,141 sq. ft. commercial
TOTAL	Scenario #1: 5 units 112,712 sq. ft.	Scenario #1: 0 units 75,141 sq. ft.	-5 units -37,571 sq. ft.
	Scenario #2: 150,283 sq. ft.	Scenario #2: 75,141 sq. ft.	-75,142 sq. ft.

* The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

According to the Port Orange Comprehensive Plan, the proposed *Commercial* FLU designation is to allow for the retail sale of items and services to the general public in areas that consist of shopping centers, retail stores, restaurants, automobile service facilities, personal services, offices, and similar uses. The Comprehensive Plan designates commercial nodes at intersections of roadways and uses the functional classification of the adjacent roadways and size of the surrounding neighborhoods to dictate the amount of commercial use designated within each node. The subject site is within the locational criteria of the S. Nova Road and Dunlawton Avenue sub-regional commercial node that is identified in the Comprehensive Plan for commercial uses intended to serve the general and specialized shopping needs of the general population and visitors. If approved, the proposed FLU designation will promote the utilization of an existing commercial property that has access to existing infrastructure such as water, sewer, and roads, and will promote the redevelopment of infill properties and reduce sprawl.

Figure 4. General Location of Commercial Nodes (Figure 1-9 of the Comprehensive Land Use Plan)



INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the *theoretical maximum* development potential under the current Future Land Use designation versus the FLU designation proposed. The theoretical maximums used in the analysis are NOT the actual development potential proposed on the subject property. Development of the site will be required to comply with required setbacks, landscape buffers, stormwater retention, parking, and other site improvements that reduce the overall development potential of the site. The following seven public facilities and services were examined:

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. School |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Land Use		Proposed Land Use	Net Change	
	Scenario 1 (25% Residential/ 75% Office)	Scenario 2 (25% commercial/ 75% office)	100% Commercial (0.75 FAR)	Scenario 1 (25% Residential/ 75% Office)	Scenario 2 (25% commercial/ 75% office)
Residential Units	5	0	0	-5	0
Non-residential Buildable Sq. Ft.	112,712	150,283	75,141	-37,571	-75,142
Population ¹	12	0	0	-12	0
PM Peak Hour Trips/Daily Trips ²	484/4,106	621/5,677	279/3,209	-205/-897	-342/-2,468
Sanitary Sewer (gallons/ day) ³	12,071	15,028	7,514	-4,557	-7,514
Potable Water (gallons/ day) ⁴	12,171	15,028	7,514	-4,657	-7,514
Solid Waste (lbs./day) ⁵	1,165	1,503	751	-414	-752
Stormwater Drainage ⁶	n/a	n/a	n/a	n/a	n/a
Recreation/ Open Space (acres) ⁷	0.08	0	0	-0.08	0

Table 4 Notes:

1. Population: 2.39 persons per household (per 2019 Census American Community Survey ACS 5-Year Estimates)
2. Transportation: Multi-family Apartments (220) 0.62 PM peak hour trips per unit and 6.65 daily trips per unit; Shopping Center (820) trips per 1000 sq. ft. - 3.71 PM Peak Hour; 42.70 Average Daily; Medical Office (720) trips per 1000 sq. ft. - 4.27 PM Peak Hour, 36.13 Average Daily; ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development

4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system must be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

According to the Infrastructure Impact Analysis, the proposed FLU designation would decrease the theoretical maximum square-footage of non-residential development allowed and decrease the theoretical maximum number of residential units allowed on the subject property. The actual development potential on the subject property will most likely be less than the theoretical maximum when redevelopment of the site occurs and site requirements in the LDC are applied. Overall, the amendment results in a net decrease in impacts to all public infrastructure.

All future development plans submitted will require detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

TRANSPORTATION

Based on the 10th Edition of the ITE Trip Generation Manual, the proposed *Commercial* FLU designation could generate 279 P.M. peak hour trips, and 3,209 daily trips based on theoretical maximum of 75,141 square feet of non-residential, which would be a decrease from the current *Office/Residential Transition* FLU designation.

As indicated in the Impact Analysis (Table 4), there is a decrease in the number of daily trips and P.M. peak hour trips from the current to the proposed FLU designation. According to the ITE Trip Generation Manual, the medical and professional office and residential uses allowed under the current FLU designation could generate more vehicular trips than general commercial uses allowed under the proposed FLU designation. The uses allowed in the current FLU designation typically attract new trips to an area and while the uses allowed in the *Commercial* FLU designation also attracts new trips, there is typically a portion of project trips that already exist on the adjacent roadways. Therefore, the proposed FLU designation reduces the buildable area (square-footage) and supports uses that typically attract a percentage of existing trips on the roadway network.

Volusia County Traffic Counts (2019)

Road	Location	Volume	Capacity	V/C	Remaining Capacity
Nova Road	Madeline Rd, to Dunlawton Ave.	27,000	39,800	0.68	32%

Volume/Capacity (V/C) Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity and anything under 1.00 indicate there is unutilized capacity remaining for the roadway.

The extent of the anticipated impacts on the road network will not be known until the traffic concurrency review is conducted with the site plan for this site. Similar to other developments within this area of the city, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas. In addition to a possible fair-share payment, the developer of the property may be required to construct mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes, cross access driveway stub outs to adjacent properties, and sidewalks.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment and future redevelopment of the subject property. The City's adopted LOS standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically generate approximately 7,500 gallons per day (gpd) of wastewater, which is a net decrease of over 4,557 gpd between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard for potable water is 180 gallons per day per Equivalent Residential Unit and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would demand approximately 7,500 gallons of potable water per day based on the theoretical maximum development analysis, which is a net decrease of over 4,657 gallons per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 750 pounds per day of solid waste based on the theoretical maximum development analysis, which is a net decrease of over 414 pounds per day.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and

conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

The proposed FLU designation does not require additional parkland because it is a non-residential FLU designation that does not increase residential demand.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future redevelopment of this property is exempt from School Concurrency review because the request is to change to a non-residential FLU designation.

ENVIRONMENTAL CONDITIONS

The majority of the subject property is already developed with a non-residential structure and associated drive aisles, parking areas, and landscaping. The subject property is primarily categorized as hardwood hammocks uplands, with a potential of wetland presence towards the northern portion of the subject property. There are no surface waters on the subject property. Any subsequent redevelopment will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for portable water, sewer, schools, recreation, and stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1 – page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

The subject property is within the locational criteria of the Dunlawton/Nova intersection sub-regional commercial node and is adjacent to an undeveloped commercial property to the north, developed commercial properties to the south and west, and residential properties to the east. Any future redevelopment will be required to comply with all LDC requirements, including those pertaining to buffers along S. Nova Road and buffer and screening between the subject property and the existing residential properties to the east.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts. The detailed use-specific concurrency analysis will be conducted as part of any future redevelopment of the site requiring adequate public facilities to be provided to mitigate impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is located within the Hurricane Vulnerability Zone; however, the proposed *Commercial* FLU designation does not allow residential uses. Therefore, there will not be any impact to the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The proposed amendment will support the redevelopment of an infill property that has access to existing infrastructure such as water, sewer, and roads.

PUBLIC NOTICE

On February 18, 2022, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has not received any inquiries regarding the proposed amendment.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of ±2.3 acres from *Office/Residential Transition (ORT)* to *Commercial*, and authorization for staff to send the amendment to the required review agencies.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (F20) Second Reading - Ordinance No. 2022-9 - Rezoning/3741 S. Nova Road (Case No. 22-60000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-9, rezoning ± 2.3 acres, located at 3741 Nova Road, from Professional Office (PO) to Community Commercial (CC), subject to the approval of the proposed Future Land Use amendment (Case No. 22-20000001) for the subject property.

SUMMARY: Planning Commission Action (3/24/2022): Recommended Approval (Vote 4-1)

The applicant is requesting to rezone the subject property (3741 S. Nova Road) from Professional Office (PO) to Community Commercial (CC). The property is located on the east side of S. Nova Road, approximately 2,000 feet north of Dunlawton Avenue. The subject property has been zoned Professional Office since the late 1970s and was originally developed in 1979 as a non-residential structure. The site was formerly used as a bank and is currently vacant.



The applicant has submitted a Future Land Use (FLU) amendment application, to be reviewed concurrently with the subject rezoning request, to change the FLU designation of the subject property from *Office/Residential Transition* (ORT) to *Commercial* (Case No. 22-20000001). If approved, the applicant intends to redevelop the subject property as a multi-tenant commercial building in accordance with the requirements of the CC zoning district and development regulations in the Land Development Code (LDC). At this time, no tenants have been identified for the proposed multi-tenant building.

According to the applicant, the request to rezone the subject property to the CC zoning district is to assist with the redevelopment of the property. The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type, such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.), offices, breweries, health/exercise clubs, childcare centers, convenience store/gas station, banks, and similar uses. Prior to the current owner purchasing the property, the inquiries that staff received regarding redevelopment of the property were for commercial uses such as restaurant, retail sales, brewery, and personal services that are not currently permitted or the square-footage for the use are restricted by the current PO zoning district. The PO zoning district allows uses such as offices, veterinary clinics, fleet-based services, business and financial services.

As part of any future redevelopment, a site plan and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2022-9 with exhibits	Ord. No. 2022-9 Rezoning 3741 Nova rd.pdf
2.	Staff Report	Final CC Staff Report - Rezoning - 3741 S Nova Road.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 5/10/2022
Final Approval - 5/20/2022

ORDINANCE NO. 2022-9

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ±2.3 ACRES FROM
PROFESSIONAL OFFICE (PO) TO COMMUNITY
COMMERCIAL (CC); AUTHORIZING REVISION OF THE
OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, ±2.3 acres of the property located at 3741 South Nova Road to be rezoned from Professional Office (PO) to Community Commercial (CC); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone ±35 acres of the property located at 3741 South Nova Road to be rezoned from Professional Office (PO) to Community Commercial (CC), more particularly described in **Exhibit “1”**, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the areas as hereby rezoned as shown on **Exhibit “2”**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

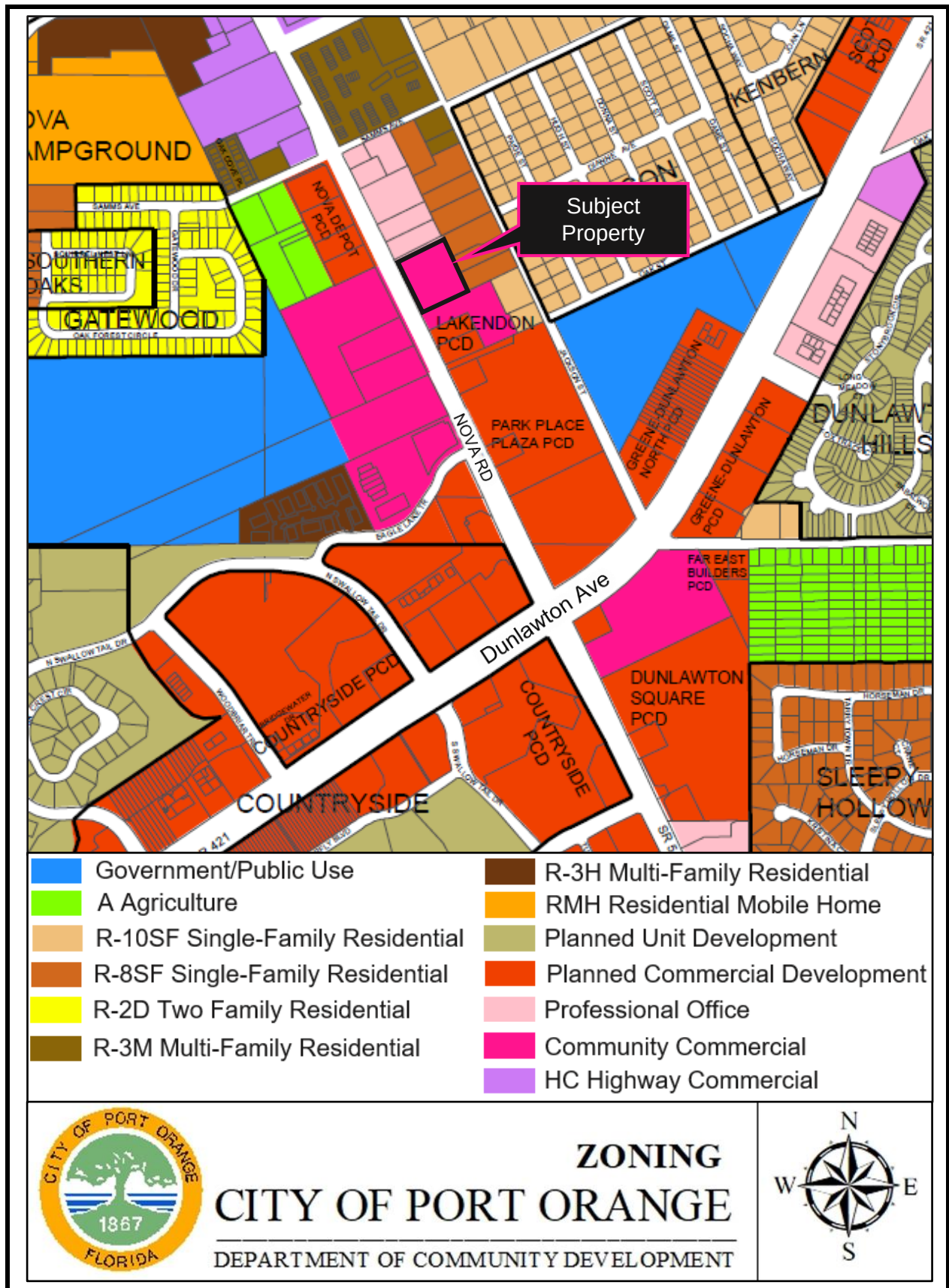
Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT 1

The Westerly 305 feet of the North one half (1/2) of Lot 3, Block 25, Dun-Lawton, according to the map or plat thereof recorded in Deed Book M, Page 187 of Public Records of Volusia County, Florida, as measured from the Easterly boundary of the existing right-of-way of State Highway 5-A, as now laid out, also known as New Canal Road Truck Route.

LESS AND EXCEPTING THEREFROM that portion conveyed to the State of Florida in that certain Quit Claim Deed recorded in Deed Book 507, Page 135.





STAFF REPORT

CONVENTIONAL REZONING/3741 S. NOVA ROAD
CASE NO. 22-60000001

REQUEST:	Rezone ±2.3 acres from Professional Office (PO) to Community Commercial (CC)
APPLICANT:	Parmjit Singh
PROPERTY OWNER:	Ashirwaad Properties, LLC
LOCATION:	3741 S. Nova Road (see Figure 1)
STAFF CONTACT:	Gideon Smith, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 4-1 (March 24, 2022)
CITY COUNCIL DATE:	April 19, 2022

INTRODUCTION

The applicant is requesting to rezone the ±2.3-acre subject property from Professional Office (PO) to Community Commercial (CC). The subject property is located on the east side of S. Nova Road, approximately 2,000 feet north of Dunlawton Avenue (Figure 1 – Location Map). If approved, the applicant intends to redevelop the subject property as a multi-tenant commercial building in accordance with the requirements of the CC zoning district and development regulations in the Land Development Code (LDC).

Figure 1: Location Map



DISCUSSION

The subject property has been zoned Professional Office since the late 1970s and was originally developed in 1979 as a non-residential structure. The site was formerly used as a bank and is currently vacant. If the rezoning is approved, the applicant intends to redevelop the former bank site as a multi-tenant commercial building under the CC zoning district requirements in the Land Development Code (LDC).

Below: Subject Property Looking Northeast



Access to the property is currently available along Nova Road from the two existing driveways. Any proposed modifications to the access drives off Nova Road would need to be reviewed and approved by FDOT. Water and sewer are available to service the property.



Above: Southern Driveway Entrance to Subject Property Looking Northeast



Above: Northern Driveway Entrance to Subject Property Looking East

As part of any redevelopment on the subject property, a site plan will require detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and City's Comprehensive Plan are met. Specific site development requirements listed in the LDC, such as the width of the landscape buffers, location and size of the stormwater pipes, water lines, and sewer lines, parking lot design, architectural design, tree and wetland preservation/mitigation, screening (fence or wall) and other development requirements are finalized with the site plan. Site plans are typically a 20 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering, landscaping, and construction details.

As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development such as transportation concurrency. Concurrency review determines if the developer is required to construct facilities, or for the developer to enter into a mitigation agreement to pay for their impacts. As for traffic, the developer may need to enter into a Transportation Fair Share and Concurrency Agreement to pay for part of the scheduled improvements for impacts to the roadway network. Any subsequent development on the subject property will also be required to comply with all federal, state, regional and local regulations pertaining to the protection, relocation, mitigation, and preservation of trees, gopher tortoises, wetlands, and other environmental resources.

According to the applicant, the request to rezone the subject property to the Community Commercial (CC) zoning district is to assist with the redevelopment of the property. Prior to the current owner purchasing the property, the inquiries that staff received regarding redevelopment of the property were all for commercial uses not permitted by the current Professional Office (PO) zoning district.



Above: Existing Shopping Center Immediately South of the Subject Property

The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.), offices, breweries, health/exercise clubs, childcare centers, convenience store/gas station, banks, and similar uses. If the property is rezoned to CC and the applicant does not redevelop the site as a multi-tenant commercial building, any future proposed use of the subject property will need to be a permitted use in the CC zoning district and comply with all requirements in the LDC.

COMPATIBILITY WITH SURROUNDING USES AND ZONING

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

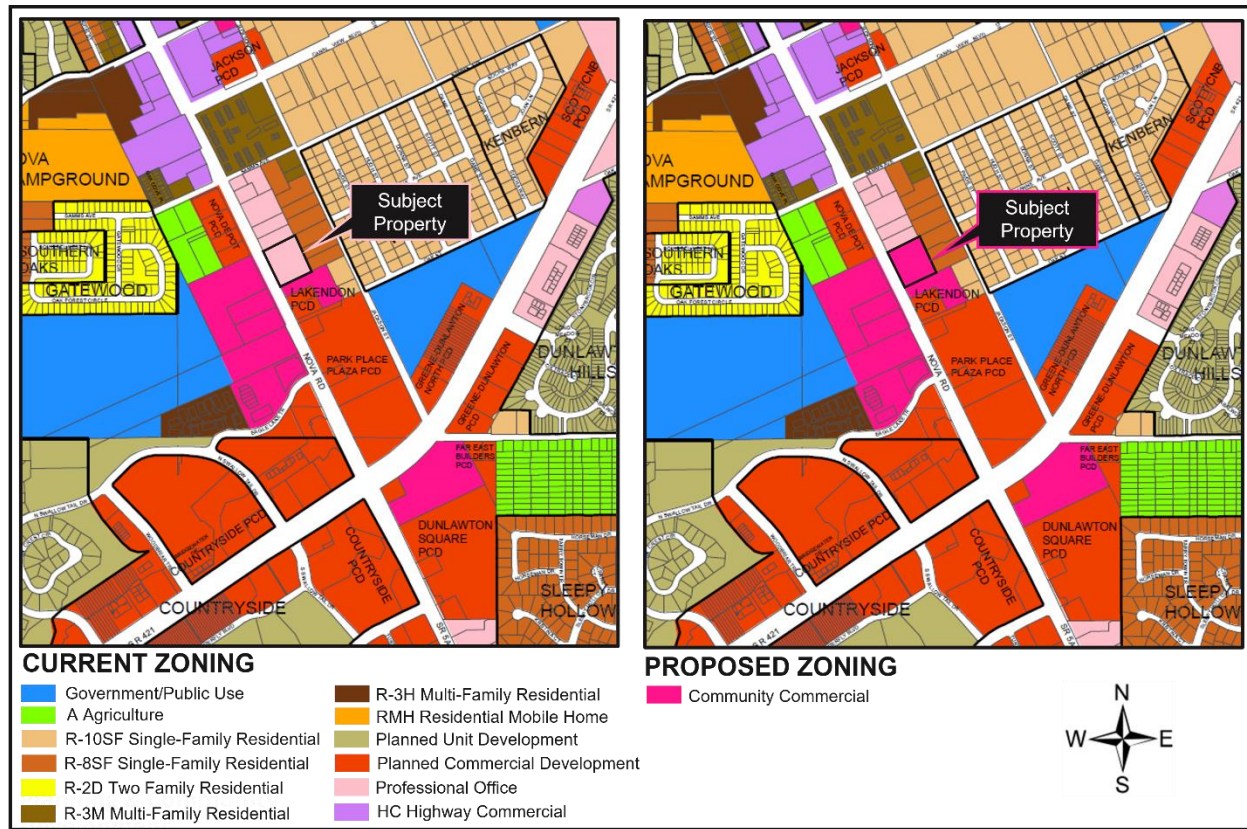
The proposed CC zoning district is compatible with the surrounding uses and zoning. Table 1 summarizes the land use and zoning of the adjacent properties. The subject property is currently developed with a commercial building that was formerly occupied by a bank and is adjacent to existing commercial properties zoned CC to the south and west. The adjacent property to the north is an undeveloped vacant parcel zoned Professional Office (PO). The subject property abuts three residential properties to the east that are zoned R-8SF Single-Family Residential. If approved, the LDC requires the installation of a minimum 6-foot-tall fence, wall, or living wall between the subject property and the adjacent residential zoned properties.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Vacant)	<i>Office Residential Transition</i>	Professional Office (PO)
South	Commercial (Shopping Center)	<i>Commercial</i>	Community Commercial (CC)
East	Residential (Single-Family)	<i>Suburban Residential (2-4 u/a)</i>	R-8SF Single-Family Residential
West	Commercial (All Aboard Storage) and S. Nova Road Right-of-Way	<i>Commercial</i>	Community Commercial (CC)

The current adopted and proposed zoning classification for the subject property and adjacent properties is identified in Figure 2.

Figure 2. Current and Proposed Zoning Map



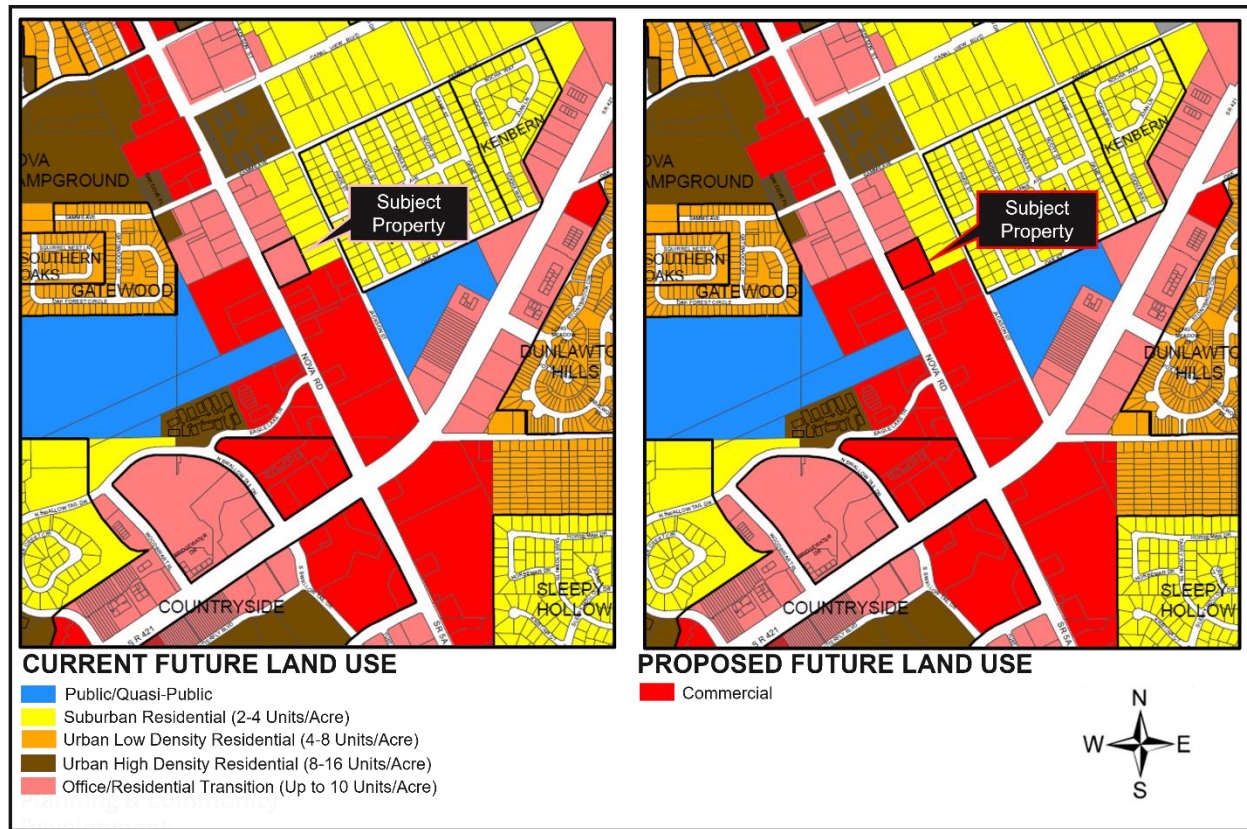
CONSISTENCY WITH COMPREHENSIVE PLAN

The subject property is currently designated *Office/Residential Transition* (ORT) on the Future Land Use (FLU) map. The applicant has submitted a FLU amendment application to be reviewed concurrently with the subject rezoning to change the FLU designation of the subject property from *Office/Residential Transition* (ORT) to *Commercial* (Case No. 22-20000001). If the FLU amendment is approved, the proposed CC zoning will be consistent with the proposed *Commercial* FLU designation as this designation allows for the retail sale of items and services to the general public.

The subject site is also located approximately 2,000 feet north of the intersection of S. Nova Road and Dunlawton Avenue, which is identified in the Comprehensive Plan as a sub-regional commercial node. The proposed rezoning promotes utilization of an existing commercial property that has access to existing infrastructure such as water, sewer, and roads, and promotes redevelopment of infill properties and reduces sprawl. Based on compatibility with adjacent uses, access to an arterial roadway, being located in a designated commercial node, and the availability of existing infrastructure, the proposed rezoning is appropriate for this location and is consistent with proposed FLU designation.

The current adopted and proposed FLU designation for the subject property and adjacent properties is identified in Figure 3.

Figure 3. Current and Proposed Future Land Use Map



PUBLIC NOTICE

On February 18, 2022, staff posted the property notifying the public of the proposed rezoning. As of the time this agenda item was prepared, there have been no phone calls or other inquiries on the proposed rezoning.

STAFF RECOMMENDATION

Staff recommends approval of the request to rezone ± 2.3 acres from Professional Office (PO) to Community Commercial (CC) district subject to approval of the proposed Future Land Use amendment (Case No. 22-20000001) for the subject property.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (F21) First Reading - Ordinance No. 2022-4 - Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development / Case No. 21-40000002

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-4, approving the Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development; authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: PLANNING COMMISSION ACTION (February 24, 2022): Recommended Denial (Vote 0 - 6)

The proposed 6th Amendment to the Crystal Lake Master Development Agreement (MDA) is to remove a requirement for any development on Lots 13 and 14 in the Crystal Lake Planned Unit Development (PUD) to install walk lights along the sidewalk located within the Reed Canal Road right-of-way, a Volusia County maintained roadway. The subject properties are currently regulated by the Crystal Lake MDA, as amended, and the Land Development Code (LDC). According to the applicant, the requested 6th Amendment is only to remove the requirement to install walk lights along the north side of Reed Canal Road on Lots 13 and 14 and does not change any of the permitted uses or other development requirements in the MDA.



The walk light requirement in the MDA was approved in 2000 and required the developers of the subject lots to install walk lights in the Reed Canal Road right-of-way as part of the site improvements for their project. At that time, the City's standard construction detail for walk lights required the property owner to maintain the walk lights. However, the 2000 City Standard Construction Detail (SCD) which required the property owner to maintain the walk lights is not part of the current MDA and no language was included in the MDA to require the property owner to maintain the walk lights. Therefore, if walk lights are installed on Lots 13 and 14, the current City SCD for walk lights requires the City to maintain the anticipated 32 walk lights that would be required to be installed as the subject properties develop.

The current city policy is to require developers to install FPL approved street lights to illuminate rights-of-way because FPL will maintain the street lights. If a non-approved FPL street light or walk light is installed within a public right-of-way, FPL will not maintain the street light or walk light and it becomes the City's responsibility to maintain. The LDC and SCDs require walk lights to be installed by a developer along Dunlawton Avenue and the segment of Ridgewood Avenue located within the Port Orange Town Center CRA and the city to maintain these walk lights.

In 2000, when the MDA requirement was approved, the LDC did not require walk lights to be installed along Reed Canal Road and the current LDC or City plans/documents do not require walk lights to be installed along Reed Canal Road or other similar roadways (Madeline Avenue, Spruce Creek Road, Central Park Boulevard, Hensel Road, Herbert Street, Willow Run Boulevard, etc.).

There are no specific criteria to be used as a basis for staff recommendation for the request to not install walk lights along this segment of Reed Canal Road as required in the original MDA. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.). The request to not install walk lights along this segment of Reed Canal Road is different than originally planned in the Crystal Lake MDA from 2000 and will require Planning Commission and City Council direction on whether to remove this requirement from the Crystal Lake MDA. The proposed amendment has been reviewed and approved by the Staff Development Review Committee (Community Development, Public Utilities, Public Works, Police, Fire, and City Attorney's Office). The proposed amendment has also been reviewed by staff from the Volusia County School District and the Volusia County School District staff did not have any concerns about the request to not install walk lights along the north side of Reed Canal Road.

Currently, there are 8 street lights along the south side and 1 street light along the north side of Reed Canal Road between Clyde Morris Boulevard and the eastern most access drive to Atlantic High School, which are located +/- 350 feet to +/- 415 feet apart, and no street lights between the eastern most access drive to Atlantic High School and Nova Road. There are sidewalks located on both sides of Reed Canal Road between Clyde Morris Boulevard and Nova Road with the sidewalk on the north side of Reed Canal Road being +/- 90 feet from the street lights.



Reed Canal Road is similar to other roadways in the city (Central Park Boulevard, Hensel Road, Herbert Street, Willow Run Boulevard, etc.) with street lights on one side of the road and sidewalks on both sides of the road or a sidewalk on the opposite side of the street lights. Site lights will be installed at the entrance drive of the Eden Apartments (Lot 14) and at the access drives on Lot 13 as development occurs to illuminate the intersection of the driveway and sidewalk.

According to the applicant, the request to remove the requirement to install walk lights is to minimize off-site improvements required to develop on Lots 13 and 14. The applicant further states that if walk lights are required to be installed along this segment of Reed Canal Road, it would create a non-uniform appearance, as walk lights are not required to be installed on the south side of Reed Canal Road or along the segment of Reed Canal Road located in South Daytona. In addition, with multiple potential development sites on Lot 13, there could be phased installation of walk lights over multiple years which would leave a non-uniform appearance along this segment of the road.

Staff has prepared Exhibit A that shows where walk lights are currently located or required to be installed with future development and which ones are maintained by the city. This graphic (Exhibit A) shows the concentration of walk lights along Dunlawton Avenue and also on Ridgewood Avenue and Williamson Boulevard near the Dunlawton Avenue spine. Due to the ongoing maintenance expenses, staff have been moving to use FPL streetlights in the city to effectively and efficiently provide safe lighting. Staff does not recommend adding more walk lights in any area away from Dunlawton Avenue and staff is also developing future capital improvements to focus on the installation of streetlights maintained by FPL. As a result of this approach, staff supports the request of the applicant to not install walk lights in this area along Reed Canal Road where there are no future plans to complete a network of walk lights.

The staff report is attached for more details.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf
2.	Ord. No. 2022-4 with exhibit	Ord. No. 2022-4 - Sixth Amendment to Crystal Lake f.pdf
3.	Exhibit A - Current Locations of Walk Lights	Exhibit A - Current Locations of Walk Lights.pdf

Penelope Cruz	Created/Initiated - 3/29/2022
Tim Burman	Approved - 3/31/2022
Shannon Balmer	Approved - 5/17/2022
Wayne Clark	Approved - 6/3/2022
Robin Fenwick	Final Approval - 6/3/2022



STAFF REPORT

6th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development Case No. 21-40000002

REQUEST:	Amend the Master Development Agreement (MDA) for the Crystal Lake Planned Unit Development (PUD) to remove a requirement to install walk lights along the north side of Reed Canal Road
APPLICANT:	Roger Strcula, Upham, Inc.
PROPERTY OWNERS:	See Exhibit 1 for list of property owners
STAFF RECOMMENDATION:	Approval
LOCATION:	North side of Reed Canal Road, east of Red Sail Lane (Figure 1 – Page 2)
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Denial 0-6 (February 24, 2022)
CITY COUNCIL:	April 19, 2022

DEVELOPMENT PROPOSAL

The proposed 6th Amendment to the Crystal Lake Master Development Agreement (MDA) is to remove a requirement for any development on Lots 13 and 14 in the Crystal Lake Planned Unit Development (PUD) to install walk lights along the sidewalk located within the north side of the Reed Canal Road right-of-way.

The subject properties are currently regulated by the Crystal Lake MDA, as amended, and the Land Development Code (LDC). According to the applicant, the requested 6th Amendment is only to remove the requirement to install walk lights along the north side of Reed Canal Road on Lots 13 and 14 and does not change any of the permitted uses or other development requirements in the MDA.

- Lot 14 is currently being developed as the Eden Apartments, consistent with the Crystal Lake MDA.
- Lot 13 is located between the Eden Apartments (Lot 14) and Barnes McDonnell Pediatric Dentistry. According to the MDA, this area is intended to be developed with office and incubator business uses. At this time there is no development activity planned or proposed on the subject property. Lot 13 is made up of 85 25-foot-wide lots and there are currently 6 individual property owners that own property within Lot 13.

Figure 1. Location Map



The Crystal Lake MDA was approved by the City Council in 2000 and established a mixed-use development with various tracts, each with a common purpose and design theme, along with the walk light requirement for the north side of Reed Canal Road. There are currently 4 walk lights on Lots 1 and 2, just west of Lot 13, but they either do not work or are located behind a dense landscape buffers and function more as site lighting than walk lights.

In 2000, the LDC did not require walk lights to be installed along Reed Canal Road and the current LDC does not require walk lights to be installed along Reed Canal Road or other similar roadways (Madeline Avenue, Spruce Creek Road, Central Park Boulevard, Hensel Road, Herbert Street, Willow Run Boulevard, etc.).

The walk light requirement in the MDA approved in 2000 required the developers of the subject lots to install walk lights in the Reed Canal Road right-of-way as part of the site improvements for their project. In 2000, the City's standard construction detail for walk lights required the property owner to maintain the walk lights. However, the 2000 City Standard Construction Detail (SCD) that required the property owner to maintain the walk lights is **not** part of the current MDA and no language was included in the MDA to require the property owner to also maintain the walk lights. Therefore, if walk lights are installed on Lots 13 and 14, the current City SCD for walk lights would apply and require the City to maintain an estimated +32 walk lights.

There are no specific criteria to be used as a base for staff recommendation for the request to not install walk lights along this segment of Reed Canal Road as required in

the original MDA. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.). The request to not install walk lights along this segment of Reed Canal Road is different than originally planned in the Crystal Lake MDA from 2000 and will require Planning Commission and City Council direction on whether to remove this requirement from the Crystal Lake MDA. The proposed amendment has been reviewed and approved by the Staff Development Review Committee (Community Development, Public Utilities, Public Works, Police, Fire, and City Attorney's Office). The proposed amendment has also been reviewed by staff from the Volusia County School District and no concerns with the request to not install walk lights along Reed Canal Road were raised.

According to the applicant, the request to remove the requirement to install walk lights is to minimize off-site improvements required to develop on Lots 13 and 14. The applicant further states that if walk lights are required to be installed along this segment of Reed Canal Road, it would create a non-uniform appearance as walk lights are not required to be installed on the south side of Reed Canal Road or along the segment of Reed Canal Road located in South Daytona. In addition, with multiple potential development sites in Lot 13, there could be phased installation of walk lights over multiple years which would leave a non-uniform appearance along this segment of the road.

CONSISTENCY WITH COMPREHENSIVE PLAN

On the City's Future Land Use (FLU) Map, Lot 13 is designated *Office/Residential Transition* and Lot 14 is designated *Urban Medium Density Residential (4-8 units/acre)*. The original MDA was found to be consistent with the Comprehensive Plan when it was approved in 2000. The proposed 6th Amendment does not change the FLU designation for the subject property and is consistent with the general intent of the City's Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on July 30, 2021. At the time this agenda item was prepared, staff received one inquiry requesting general information regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the 6th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development, subject to review and approval by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit 1 – List of Property Owners
- Exhibit 2 – 6th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (See Ordinance Exhibit)

Exhibit 1

Property Owners

Crystal Lake 2004, LTD, a Florida limited partnership whose address is 600 E. Colonial, Suite 100, Orlando, FL 32803

Hany Nyrouz, an individual whose address is P.O. Box 152 Millville, MA 01529

Carrousel Acres, LLC, a Florida limited liability corporation whose address is P.O. Box 17, New Smyrna Beach, FL 32170

Kellar Development, LLC, a Florida limited liability corporation whose address is 5535 S. Williamson Blvd. Port Orange, FL 32128

J. Michael Panczyszyn, an individual whose address is 580 Hidden Creek Dr. Antioch, IL 60002

A&G Properties, LLC, a Rhode Island limited liability corporation whose address is P.O. Box 17374 Esmond, RI 02917

EDEN GPC Port Orange Owner, LLC, a Florida limited liability corporation whose address is 2801 SW 31st Ave. Suite 2B, Miami, FL 33133

ORDINANCE NO. 2022-4

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE SIXTH
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR CRYSTAL LAKE PLANNED UNIT
DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Sixth Amendment to the Master Development Agreement for Crystal Lake Planned Unit Development (PUD) ("MDA"); (hereinafter referred to as the "Sixth Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Sixth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Sixth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Sixth Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Sixth Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Sixth Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2022

Passed and adopted on second and final reading on the day of _____,
2022

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit 1

SIXTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD)

THIS SIXTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD) (the “**Sixth Amendment**”) is made this _____ day of _____, 2022, by and among the City of Port Orange, a political subdivision of the State of Florida (“**City**”) whose address is 1000 City Center Circle, Port Orange, Florida 32119; Crystal Lake 2004, LTD , a Florida limited partnership whose address is 600 E. Colonial, Suite 100, Orlando, FL 32803; Hany Nyrouz, an individual whose address is P.O. Box 152 Millville, MA 01529; Carrousel Acres, LLC, a Florida limited liability corporation whose address is P.O. Box 17, New Smyrna Beach, FL 32170; Kellar Development, LLC, a Florida limited liability corporation whose address is 5535 S. Williamson Blvd. Port Orange, FL 32128; J. Michael Panczyszyn, an individual whose address is 580 Hidden Creek Dr. Antioch, IL 60002 and A&G Properties, LLC, a Rhode Island limited liability corporation whose address is P.O. Box 17374 Esmond, RI 02917; EDEN GPC Port Orange Owner, LLC, a Florida limited liability corporation whose address is 2801 SW 31st Ave. Suite 2B, Miami, FL 33133 (“**Property Owners**”); collectively “**Parties**”).

WHEREAS, the City, John T. Self (together with John T. Self's wife, Barbara W. Self, who is now deceased), Robert Beatty, III, Rebecca Joyce Beatty Perkins, Elizabeth Ann Beatty Hayes and RSIII, Inc., a Florida corporation (“**RSIII, Inc.**”) (as the contract purchaser of the subject property), previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled “Master Development Agreement For the Crystal Lake Planned Unit Development (PUD)”, recorded in Official Records Book 4517, Page 1749, public records of Volusia County, Florida (the “**Master Development Agreement**”), relating to property described therein; and

WHEREAS, the Master Development Agreement was amended by that certain First Amendment to the Crystal Lake PUD Development Agreement recorded in Official Records Book 4612, at Page 4011 (the “**First Amendment**”); and that certain Second Amendment to Crystal Lake PUD Development Agreement recorded in Official Records Book 4704, at Page 417 (the “**Second Amendment**”); and that certain Third Amendment to Master Development Agreement for Crystal Lake Planned Unit Development (“PUD”) recorded in Official Records Book 4876 at Page 1749 (the “**Third Amendment**”); and that certain Fourth Amendment to Master Development Agreement for Crystal Lake Planned Unit Development (“PUD”) recorded in Official Records Book 5078 at Page 2022 (the “**Fourth Amendment**”); and that certain Fifth Amendment to Master Development for Crystal Lake Planned Unit Development (“PUD”) recorded in Official Records Book 5204 at Page 3392 (“**Fifth Amendment**”). The Master Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, Fourth Amendment and Fifth Amendment is now hereinafter collectively referred to as the “Master Development Agreement”.

WHEREAS, the Property Owners are the owners of the property more particularly described in **Exhibit “A” (“Property”)**, which is the only property impacted by this Sixth Amendment.

WHEREAS, the City and Property Owners wish to further amend the Master Development Agreement as applies to the Property for the purposes as set forth herein below.

NOW, THEREFORE, the parties, in consideration of the mutual premises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, due hereby agree as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Sixth Amendment and are incorporated herein by reference.

2. Paragraph 7. **PUD INFRASTRUCTURE**, Section 7(d) of the Master Development Agreement as previously amended, is hereby further amended as follows:

Notwithstanding any other provision set forth in this Master Development Agreement, including but not limited to this Section 7(d), the bike path/pedestrian walkway to be constructed along the Reed Canal frontage of the PUD Property (e.g. Lots 13 and 14) (the **“Reed Canal Bike Path/Pedestrian Walkway”**) shall not be less than eight feet (8’) wide and no walkway lights shall be required along the Reed Canal Bike Path/Pedestrian Walkway.

3. This Sixth Amendment shall be effective as of the date it is executed by all parties.

4. This Sixth Amendment shall be recorded in the public records of Volusia County, Florida, at the Developer's expense.

5. The Master Development Agreement, as previously enacted and amended by the First, Second, Third, Fourth and Fifth Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Sixth Amendment as applied to the .

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment, by and through their duly authorized representatives, on the respective dates below:

WITNESSES:

CITY:

CITY OF PORT ORANGE, a Florida municipal Corporation

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____

MAYOR DONALD O. BURNETTE

Attest: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2022, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, and by Robin L. Fenwick, City Clerk of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

Crystal Lake 2004, LTD:

Crystal Lake 2004, LTD, a Florida limited partnership

Print Name: _____

By: _____
J. Steven Schrimsher, Managing Member

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by J. Steven Schrimsher, Managing Member of Crystal Lake 2004 LTD, a Florida limited partnership who is personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

Hany Nyrouz:

Hany Nyrouz, an Individual

Print Name: _____

By: _____
Hany Nyrouz

Print Name: _____

Date: _____

STATE OF MASSACHUSETTS

COUNTY OF WORCESTER

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by Hany Nyrouz, an Individual who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Massachusetts
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

Carrousel Acres, LLC:

Carrousel Acres, LLC, a Florida limited liability corporation

Print Name: _____

By: _____
Louis Weaver, Managing Member

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by Louis Weaver, Managing Member of Carrousel Acres, LLC, a Florida limited liability corporation who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

Kellar Development, LLC:

Kellar Development, LLC, a Florida limited liability corporation

Print Name: _____

By: _____
Robert Kellar, Jr, Managing Member

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by Robert Kellar, Jr, Managing Member of Kellar Development, LLC, a Florida limited liability corporation who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

J. Michael Panczyszyn:

J. Michael Panczyszyn, an Individual

Print Name: _____

By: _____
J. Michael Panczyszyn

Print Name: _____

Date: _____

STATE OF ILLINOIS

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by J. Michael Panczyszyn, an Individual who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Illinois
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

A&G Properties, LLC:

A&G Properties, LLC, a Rhode Island limited liability corporation

Print Name: _____

By: _____
Anthony Gargaro, Jr, Managing Member

Print Name: _____

Date: _____

STATE OF RHODE ISLAND

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization e this _____ day of _____, 20__, by Anthony Gargaro Jr, Managing Member of A&G Properties, LLC, a Rhode Island limited liability corporation who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Rhode Island
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

EDEN GPC Port Orange Owner, LLC :

EDEN GPC Port Orange Owner, LLC , a Florida limited liability corporation

Print Name: _____

By: _____
Jay Jacobson, Managing Member

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

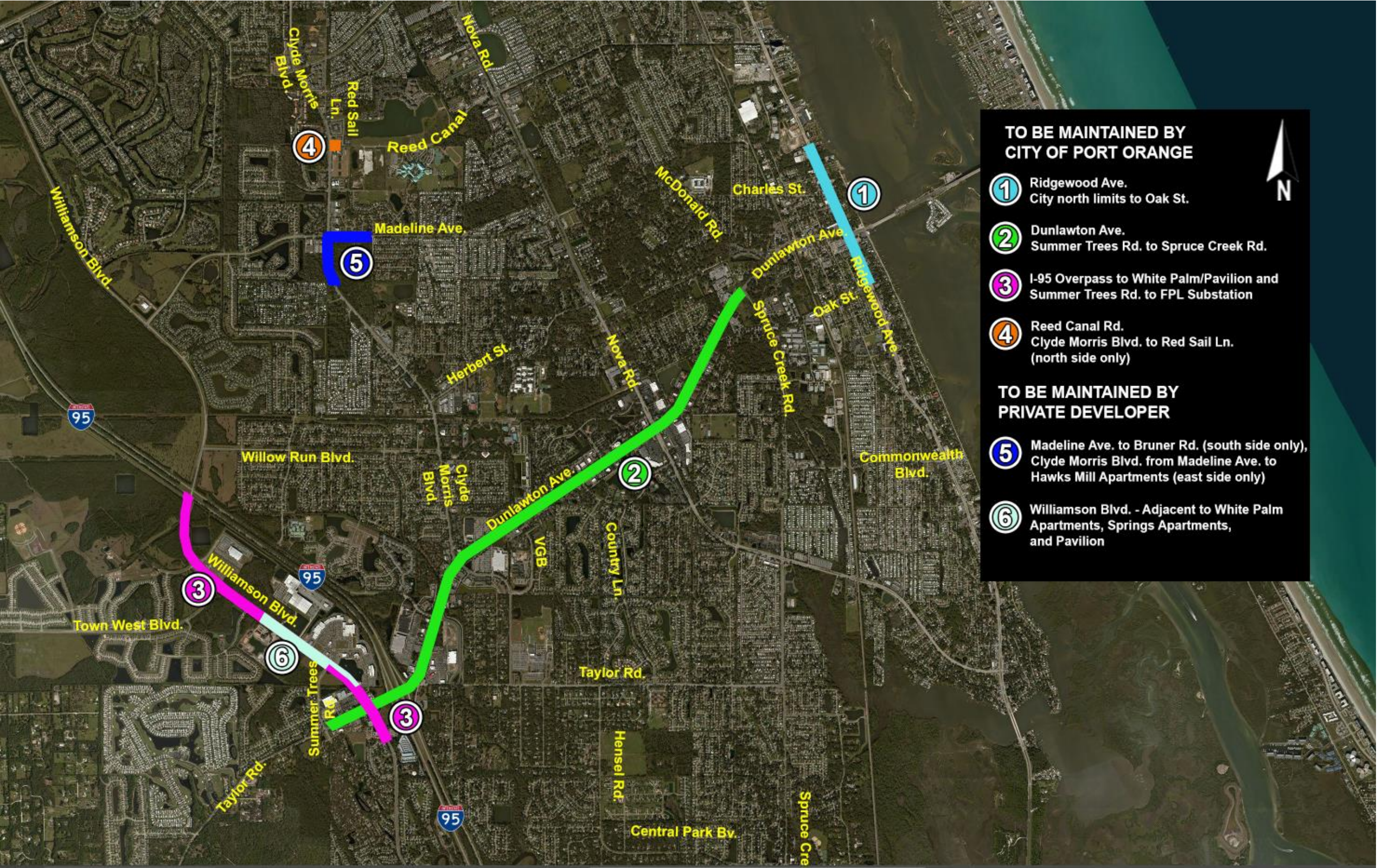
The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2022, by Jay Jackson, Managing Member of EDEN GPC Port Orange Owner, LLC, a Florida limited liability corporation who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION
CRYSTAL LAKE MDA 6th AMENDMENT

LOT 13-1 THROUGH AND INCLUSIVE TO LOT 13-84 FOR A TOTAL OF 84 LOTS OF CRYSTAL LAKE TRACT 3 AS RECORDED IN MAP BOOK 50, PAGES 171 THROUGH 173 AS RECORDED IN VOLUSIA COUNTY PUBLIC RECORDS; TOGETHER WITH LOT 14 OF CRYSTAL LAKE TRACT 2 AS RECORDED IN MAP BOOK 50, PAGES 58 AND 59 AS RECORDED IN VOLUSIA COUNTY PUBLIC RECORDS.

Prepared by:
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174
February 1, 2022





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/7/2022

SUBJECT: (F22) First Reading - Ordinance No. 2022-15 - Code of Ordinances Amendment/Chapter 42, Article IV - Noise and Light Regulations related to the Riverwalk, Down Under, and Ridgewood/Commonwealth Entertainment Districts (Case No. 22-25000003)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-15, amending Code of Ordinances, Chapter 42, Article IV - Noise and Light Regulations related to the Riverwalk, Down Under, and Ridgewood/Commonwealth Entertainment Districts (Case No. 22-25000003)

SUMMARY: The proposed amendment to the Code of Ordinances creates three Entertainment Districts to further support the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) and along Ridgewood Avenue and establishes maximum sound level limits (dBA) and timeframes for sound or noise within an Entertainment District. Currently, the Code of Ordinances (CoO) sets sound level limits for residential, commercial, industrial, and agricultural land uses, as well as for areas designated as noise sensitive zones (hospital, nursing home, school, library, and church uses) throughout the City of Port Orange. For the areas of the City located outside the Entertainment District, there are no changes to the maximum level of sound and noise between uses or timeframes for those levels as part of this amendment.

The proposed amendment is based on the review of noise codes for other cities in Florida, such as, Fort Lauderdale, Fort Walton Beach, Hollywood Beach, Cape Coral, Sarasota, and Stuart. Staff found in the review that the allowed sound level in an entertainment or commercial district ranged between 65 dBA to 85 dBA and allowed until either 11pm or 12am (midnight).

Over the last several years, staff has prepared amendments to support the City's redevelopment efforts to create commercial/entertainment destination areas within the Town Center Community Redevelopment Area (CRA) and along Ridgewood Avenue. The amendments included adding uses such as "Brewery" and "Farmers Market", incentives for redevelopment of targeted businesses, establishing site development standards for redevelopment of infill commercial properties, and alternative signage options. Similar to the past amendments, the proposed amendment is intended to support existing businesses and attract new business that provide

entertainment activities such as live music or performances.

The proposed amendment will:

- Establish three Entertainment Districts: 1) The Riverwalk Entertainment District, 2) The Down Under Entertainment District and 3) The Ridgewood/Commonwealth Entertainment District.
- Establish sound level limits and timeframes within the Entertainment Districts.

Entertainment District	Time	Sound level limit dBA Sunday - Wednesday	Sound level limit dBA Thursday – Saturday and the day before and day of a legal holiday
Riverwalk	7:00 a.m.—12:00 a.m.	70	80
-	12:00 a.m. – 7:00 a.m.	55	55
Down Under	7:00 a.m.—12:00 a.m.	65	75
-	12:00 a.m.—7:00 a.m.	55	55
Ridgewood/Commonwealth	7:00 a.m.—12:00 a.m.	65	75
-	12:00 a.m.—7:00 a.m.	55	55

- Require the standard for measurement of noise currently in the Code of Ordinances to also apply to how noise is measured within an Entertainment District.
- Require that sound projecting from an Entertainment District into a residential, commercial, or industrial use not located in a defined Entertainment District shall not exceed the sound limit for the property not located within an Entertainment District. The sound limit at the boundary of an Entertainment District and a residential, commercial, and industrial use not within an Entertainment District are the current limits already provided in table I of Section 42-80 Code of Ordinance (See Exhibit B).

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ord. No. 2022-15 - Noise Ord Am - Entertainment Districts	Ord. No. 2022-15 - Noise Ord Am - Entertainment Districts.pdf
2.	Exhibit A	Exhibit A.docx

3.	Exhibit B	Exhibit B.docx
Penelope Cruz	Created/Initiated - 5/20/2022	
Tim Burman	Approved - 5/23/2022	
Manuel Marino	Approved - 5/23/2022	
Matthew Jones	Approved - 6/1/2022	
Wayne Clark	Approved - 6/3/2022	
Robin Fenwick	Final Approval - 6/3/2022	

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 42, NUISANCES, ARTICLE IV, NOISE AND LIGHT REGULATIONS, SECTION 42-79 TO REPLACE THE TOURIST USE OCCUPANCY WITH COMMERCIAL USE OCCUPANCY; SECTION 42-80 TO ADDRESS VEHICLE NOISE REGULATION PREEMPTION; SECTION 42-81 TO ADDRESS VESSEL NOISE REGULATION PREEMPTION; SECTION 42-82 TO CREATE A PREEMPTION EXEMPTION; REPEALING SECTION 42-83 RELATED TO SPECIAL NOISE PERMITS, AND REPLACING WITH THE CREATION OF ENTERTAINMENT DISTRICTS WITH SPECIAL NOISE RESTRICTIONS; SECTION 42-84 AMENDING METHODS OF ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council acknowledges that live entertainment can spur economic growth in areas in need of redevelopment; and

WHEREAS, a variety of local live entertainment provides an outlet for our residents to enjoy without having to travel to other municipalities; and

WHEREAS, the noise generated by live entertainment must be balanced against the rights of surrounding property owners to the quiet enjoyment of their properties; and

WHEREAS, amendment of the current Code of Ordinances is necessary to establish various entertainment districts with more flexible noise limitations in order to encourage local entertainment and spur economic development; and

WHEREAS, amendment of the current Code of Ordinance is also necessary to address various clean-up items and preemption issues; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-79 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-79. Measurement standards classification by use occupancy.

- (a) For purposes of defining the "use occupancy" all premises containing habitually occupied sleeping quarters shall be considered in residential use. All premises containing transient commercial sleeping quarters ~~shall be considered tourist use.~~ All premises or containing business where sales, professional or other commercial use is legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered manufacturing use. In cases of multiple use, the more restrictive use category shall prevail. Hospital, nursing home, school, library, and church uses shall be considered noise sensitive zones.
- (b) - (c) [*Remain unchanged.*]

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-80 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-80. General restrictions.

- (a) - (c) [*Remain unchanged.*]
- (d) Vehicle noise is regulated by s. 316.293 of the Florida Statutes, as may be amended from time to time. It shall be unlawful for any person to person to operate a vehicle in a manner as to generate a sound level in excess of the limits established by, or otherwise in violation of, s. 316.293, F.S.
- ~~No person shall operate or be permitted to operate a vehicle at any time or under any condition of roadway grade, load, acceleration or deceleration in such a~~

~~manner as to generate a sound level in excess of the following limit for the category of motor vehicle and applicable speed limit of a distance of 50 feet from the center of the lane of travel:~~

~~(1) For motorcycles other than motor-driven cycles:~~

~~Sound level limit, 35 mph or less—78 dBA~~

~~Sound level limit, over 35 mph—82 dBA~~

~~(2) For any motor vehicle of 10,000 pounds or more:~~

~~Sound level limit, 35 mph or less—86 dBA~~

~~Sound level limit, over 35 mph—90 dBA~~

~~(3) For motor-driven cycles and any other motor vehicle not included in subsections (1) or (2):~~

~~Sound level limit, 35 mph or less—72 dBA~~

~~Sound level limit, over 35 mph—79 dBA~~

(e) [*Remains unchanged.*]

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-81 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-81. Specific noises and lights prohibited.

In addition to the maximum permissible sound or light levels set out in this article, and unless otherwise exempted by this article or by act of the city, the following specific acts, or the causing or permitting thereof, are hereby declared to be in violation of this article:

(1) - (9) [*Remain unchanged.*]

(10) *Motor boats.* Vessel noise is regulated by s. 327.65 of the Florida Statutes, as may be amended from time to time. It shall be unlawful for any person to person to operate a vehicle in a manner as to generate a sound level in excess of the limits established by, or otherwise in violation of, s. 327.65, F.S. ~~Operating or permitting the operation of any boat in any lake, river, stream, canal, bay or other waterway in such a manner as to cause unnecessary and excessive noise within a residential area or noise sensitive zone, or to exceed 85 dBA when measured at least 50 feet from the craft (single incident in any mode of operation~~

(11) - (14) [*Remain unchanged.*]

SECTION 4. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-82 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-82. Exempted noises and lights.

The following uses and activities shall be exempt from noise level regulations except as listed in section 42-80 and 42-83:

- (1) - (7) [*Remain unchanged.*]
- (8) Those motor vehicles controlled by F.S. § 316.293 noises that are regulated exclusively by the State of Florida and expressly preempt the regulation of such noises by a municipality.
- (9) - (14) [*Remain unchanged.*]

SECTION 5. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-83 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-83. Noise restrictions in an entrainment district –Special permits.

- (a) The following entertainment districts have been created to encourage entertainment activities and shall have special noise restrictions applicable therein. The entertainment districts shall include all property within the entertainment district boundary as depicted in the figures below.

Figure 1 - Riverwalk Entertainment District



Figure 2 - Down Under Entertainment District

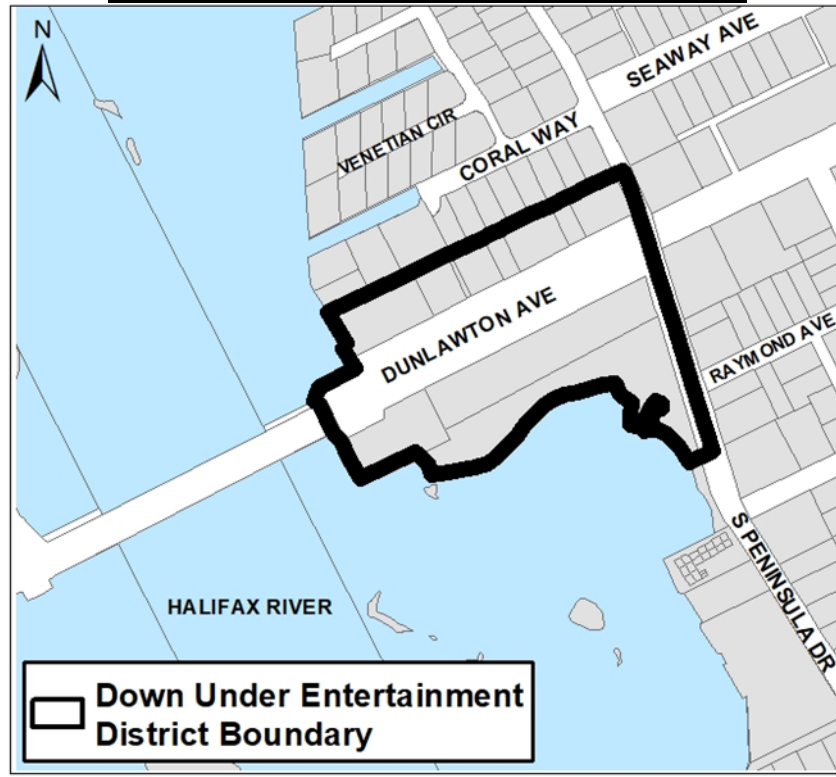
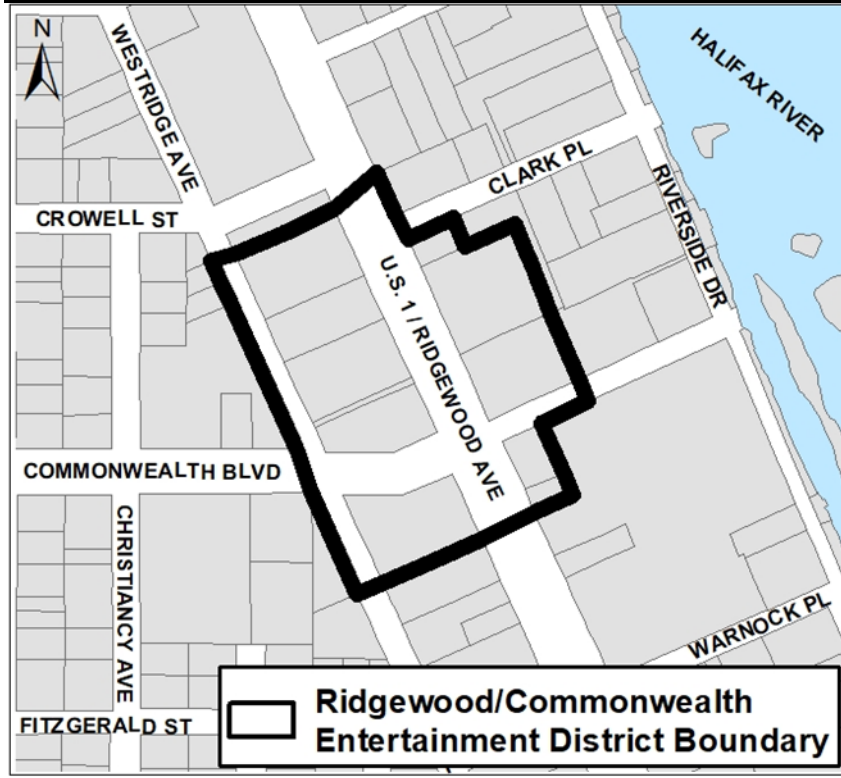


Figure 3 - Ridgewood/Commonwealth Entertainment District



(b) No person shall operate or cause to be operated any source of sound from an entertainment district in such a manner as to create a sound level which exceeds the limits set forth for that entertainment district as shown in table I of this section, when measured at or beyond the property boundary from which the sound emanates. The noise limitations for use occupancies set forth in table of section 42-80 shall not apply to noise emanating from any property located within an entertainment district except as provided herein.

TABLE I – Entertainment Districts

Entertainment District	Time	Sound level limit dBA Sunday - Wednesday	Sound level limit dBA Thursday – Saturday*
<u>Riverwalk</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>70</u>	<u>80</u>
	<u>12:00 a.m. – 7:00 a.m.</u>	<u>55</u>	<u>55</u>
<u>Down Under</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>65</u>	<u>75</u>
	<u>12:00 a.m.—7:00 a.m.</u>	<u>55</u>	<u>55</u>
<u>Ridgewood/Commonwealth</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>65</u>	<u>75</u>
	<u>12:00 a.m.—7:00 a.m.</u>	<u>55</u>	<u>55</u>

* Applies to the day before a legal holiday, legal holidays or dates of public celebration declared by City Council. For example, if the 4th of July is on a Monday, the sound level

limit (dBA) on Sunday, July 3rd and Monday, July 4th would follow the sound level limit dBA limitations for Thursday – Saturday.

(c) Sound or noise projecting from an entertainment district into a use occupancy as defined in section 42-79(a) of this Article located outside the boundary of an entertainment district shall not exceed the limits set forth for that use occupancy as set forth in table I of section 42-80.

~~Applications for a permit for relief from the maximum allowable noise level limits designated in this article may be made in writing to the city manager or his duly authorized representative. Any permit granted by the city manager hereunder must be in writing and shall contain all conditions upon which the permit shall be effective. The city manager, or his duly authorized representative, may grant the relief as applied for under the following conditions:~~

- ~~(1) The city manager may prescribe any reasonable conditions or requirements as deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound attenuating devices.~~
- ~~(2) Permits for entertainment. Permits may be granted for the purpose of entertainment under the following conditions:~~
 - ~~a. The function must be open to the public (admission may be charged).~~
 - ~~b. The function must take place on public property.~~
 - ~~c. The permit will be given for only eight hours in one 24 hour day.~~
 - ~~d. The function must be staged between the hours of 9:00 a.m. to 12:00 midnight.~~
- ~~(3) Other. Special permits for nonentertainment special purposes may be issued under the following conditions:~~
 - ~~a. If the special purpose relates to the operation of a trade or business that the special purpose not be in the ordinary course of that trade or business.~~
 - ~~b. If the special purpose does not relate to the operation of a trade or business that the special purpose not be an ordinary event in the affairs of the applicant.~~
 - ~~c. If the special purpose be a recurring purpose that it not recur more often than four times each calendar year.~~
 - ~~d. That the special purpose be absolutely necessary to the operation of the applicant's trade or business.~~
 - ~~e. If the special purpose does not relate to the operation of the trade or business that the special purpose be compatible with the ordinary activities of the neighborhood in which the special purpose is to occur.~~

- ~~f. Except in emergency situations, as determined by the city manager, the special permit may be issued for a period of only eight hours between 7:00 a.m. and 12:00 midnight.~~
- ~~g. Special permits may be issued for no longer than 15 consecutive days, renewable by further application to the city manager.~~

SECTION 5. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-83 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-84. Enforcement.

- (a) The code enforcement officer and police department shall have enforcement responsibility for this article.
- (b) In the case of continuous or recurring violations, the ~~special magistrate code enforcement officer~~ shall may refer the violation to the special magistrate pursuant to section 2-206 et seq.
- (c) In the case of ~~motor vehicle~~ and isolated violations, the police ~~shall issue a notice to appear~~ may issue a citation. ~~pursuant to administrative procedures established for the county courts.~~
- (d) The owner of property, a tenant, a lessee, a manager, an overseer, an agent, corporation, or any other person or persons entitled to lawfully possess or who claims lawful possession of such property at the particular time involved shall be responsible for compliance with this article and each may be punished for violation of this article. It shall not be lawful defense to assert that some other person caused such sound or light, but each lawful possessor or claimant of the premises shall be responsible for operating or maintaining such premises in compliance with this article and shall be punished whether or not the person actually causing such sound or light is also punished.

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 8. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the Ordinance.

SECTION 9. This Ordinance shall become effective immediately upon final passage by the City Council.

[REMAINDER OF PAGE LEFT BLANK]

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 2022.

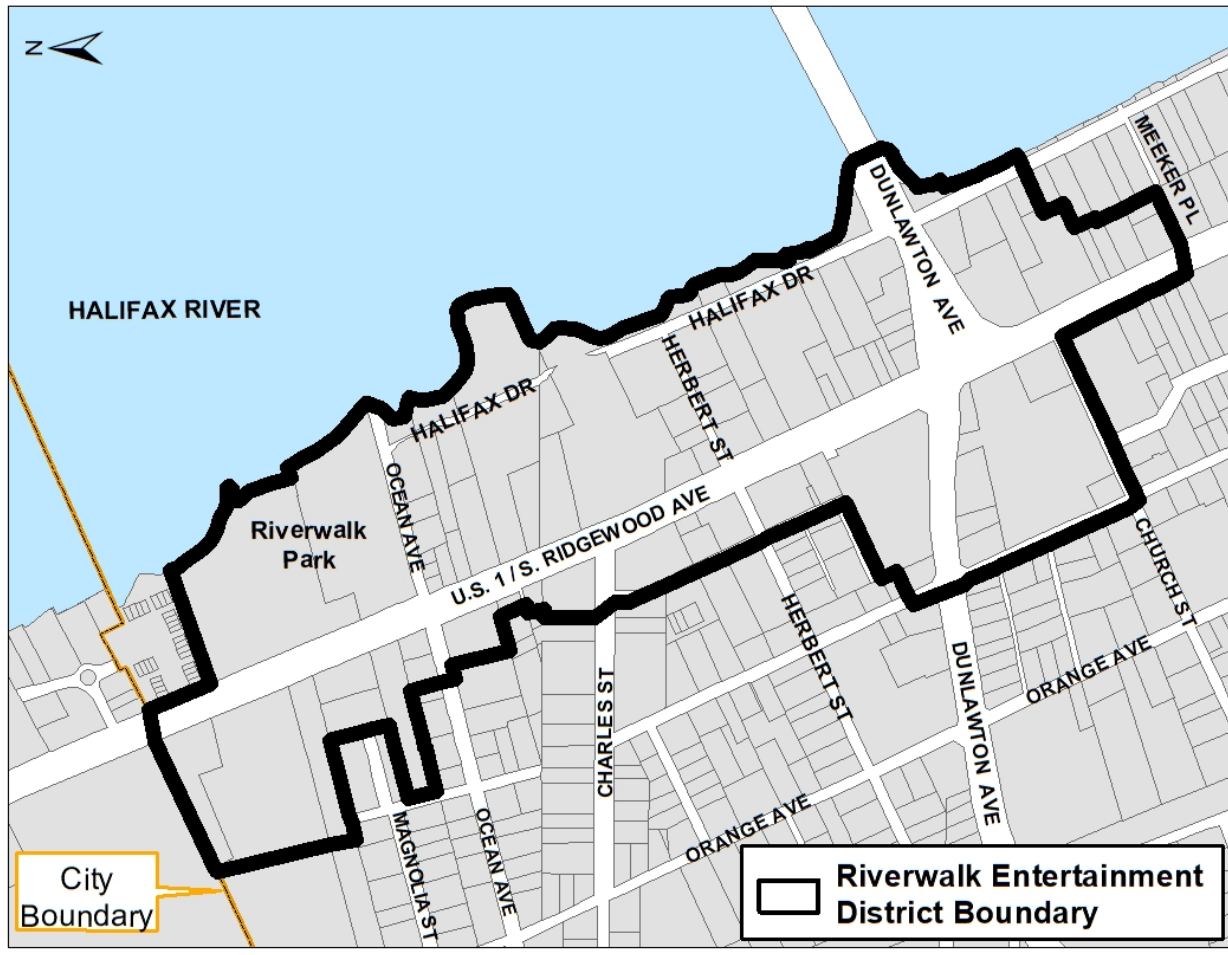
Passed and adopted on second and final reading on the ____ day of _____,
2022.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

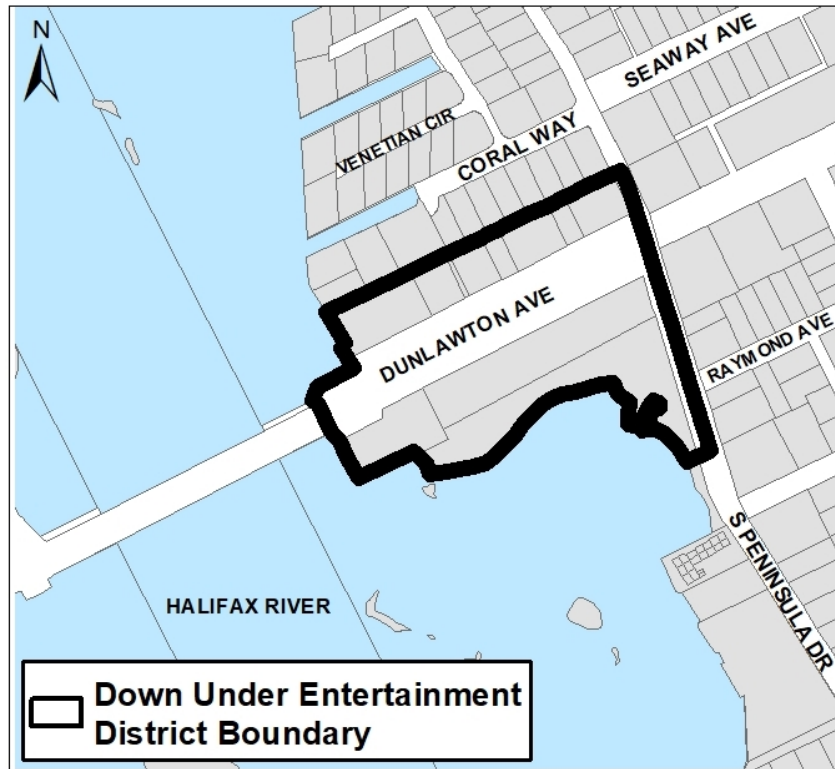
[CA3407]

Exhibit A – Entertainment Districts

Riverwalk Entertainment District



Down Under Entertainment District



Ridgewood/Commonwealth Entertainment District

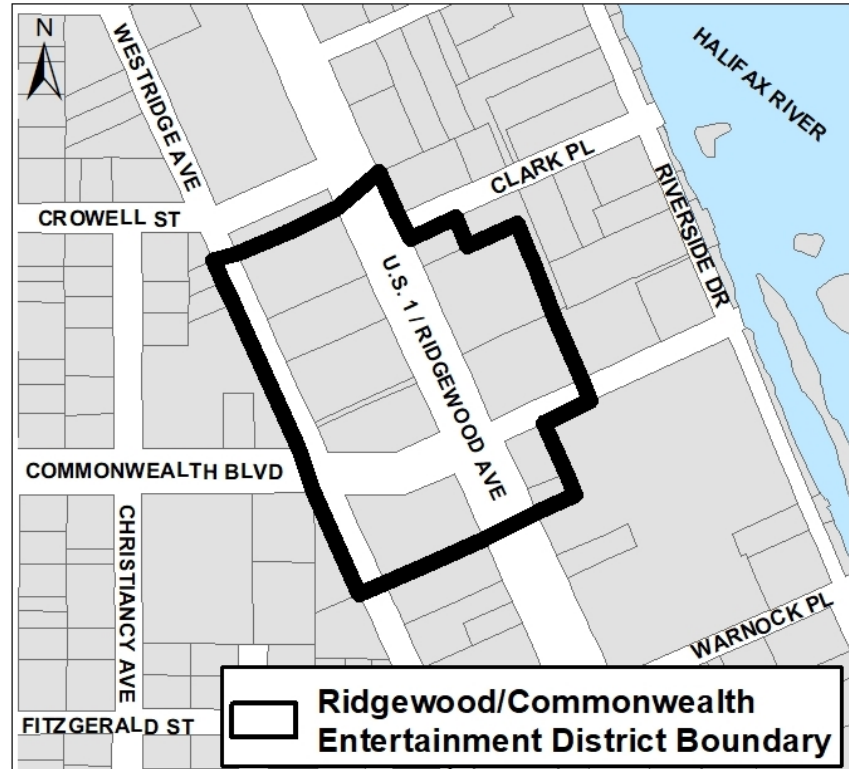


Exhibit B

TABLE I – Entertainment Districts

<u>Entertainment Districts</u>	<u>Time</u>	<u>Sound level limit dBA Sunday - Wednesday</u>	<u>Sound level limit dBA Thursday – Saturday*</u>
<u>Riverwalk</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>70</u>	<u>80</u>
	<u>12:00 a.m. – 7:00 a.m.</u>	<u>55</u>	<u>55</u>
<u>Down Under</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>65</u>	<u>75</u>
	<u>12:00 a.m.—7:00 a.m.</u>	<u>55</u>	<u>55</u>
<u>Ridgewood</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>65</u>	<u>75</u>
	<u>12:00 a.m.—7:00 a.m.</u>	<u>55</u>	<u>55</u>

* Applies to the day before a legal holiday, legal holidays or dates of public celebration declared by City Council. For example, if the 4th of July is on a Monday, the sound level limit (dBA) on Sunday, July 3rd and Monday, July 4th would follow the sound level limit dBA limitations for Thursday – Saturday

TABLE I - Use Occupancy Category for Property not in an Entertainment District

<u>Use occupancy category</u>	<u>Time</u>	<u>Sound level limit dBA</u>
<u>Residential</u>	<u>7:00 a.m.—10:00 p.m.</u>	<u>60</u>
	<u>10:00 p.m.—7:00 a.m.</u>	<u>50</u>
<u>Commercial or business</u>	<u>7:00 a.m.—10:00 p.m.</u>	<u>65</u>
	<u>10:00 p.m.—7:00 a.m.</u>	<u>55</u>
<u>Manufacturing, industrial or agriculture</u>	<u>All times</u>	<u>75</u>
<u>Noise sensitive zone</u>	<u>All times</u>	<u>55</u>