



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 19, 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 Ken Sharp of High Point Pentecostal Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Parks & Recreation Month Proclamation

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. June 21, 2022 - Regular City Council Meeting
 - b. June 28, 2022 - City Council Workshop
8. Bid Awards and Contract Items
 - a. Intent to Award ITB #22-08 Fire Station #74 Ceiling / HVAC Replacement to Paul Culver Construction, Inc.
 - b. Approval of renewing the agreements for the purchase of bulk fuel from Mansfield Oil, Petroleum Traders Corporation, and Gentry Oil based on the terms and conditions provided in the Volusia County consortium bid, ITB 19-B-70EM along with a price redetermination previously approved by Volusia County.
 - c. Waiver of Formal Bidding Procedures and Approval to Renew Environmental Legal Liability and Tank Storage Insurance with Aspen Specialty Insurance

Company

- d. Approval of Change Order No. 2 to APM Construction Corp, Inc. for the Ponce Inlet Master Lift Station Remodel for additional funding and extension of time

9. Authorizing the recognition of Allen Green on the Wall of Honor

- 10. Approval of Maintenance and Drainage Easement to Volusia County on City-owned property (Parcel I.D. 6317-03-00-0081) for the maintenance of the B-19 Canal

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

E. COUNCIL COMMENTS

- 11. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

- 12. Parks & Recreation Advisory Board Update

G. PUBLIC HEARING

- 13. First Reading - Ordinance No. 2022-18 - Rezoning/950 Madeline Avenue (Case No. 22-60000004)

- 14. First Reading - Ordinance No. 2022-17 - Seventh Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. 22-40000001)

- 15. First Reading - Ordinance No. 2022-19 - Amendment/Chapters 13 and 17 of the Land Development Code (Case No. 22-25000004)

- 16. Approval of Subdivision Plat for the Town West Subdivision (Case No. 21-50000003)

H. REGULAR AGENDA

- 17. First Reading - Ordinance No. 2022-20 - Amending Chapter 2, Article VI, Division 3, Relating to Submission of Budget

I. ADDITIONAL ITEMS

- 18. City Attorney

- 19. City Manager

J. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

- a. First Step Shelter - Councilman Chase Tramont
- b. ArtHaus - Councilman Chase Tramont

c. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette

K. 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
JUNE 21, 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.

Silent Invocation

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
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	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
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SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Update from Pittman Law Group

Sean Pittman, Pittman Law Group, provided an update of the State's budget and legislative appropriations, as well as new bills that have passed or were vetoed. Council Members thanked Mr. Pittman and his team for their services.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding his concerns relating to the delay and custom reporting needs in Item #8(b) and found #8(c) confusing.

6. Agenda Approval

There were no changes requested by Council.

Motion to approve was made by Council Member Chase Tramont and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by voice vote.

7. Approval of Minutes

a. June 7, 2022 - Regular City Council Meeting

8. Bid Awards and Contract Items

- a. Approval to Waive Formal Bidding Requirements and approve Professional Services Agreement with Pittman Law Group
- b. Approval of Amendment No. 1 to Dude Solutions, Inc. Piggyback Agreement for Community Development Permit Software Project (Smartgov)
- c. Amendment No. 1 to Bluebeam, Inc. Global Services Proposal and Addendum No. 1
- d. Approval of the Eighth Amendment to the Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area

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 voice vote.

PUBLIC PARTICIPATION (Agenda)

9. Presentation from Kris Smith, Governmental Affairs Director with MetroNet

Kris Smith, Governmental Affairs Director of MetroNet, provided information on MetroNet and their upcoming project in the City to provide internet and cable to residents and businesses.

10. Port Orange Railway Society - President Larry Powers

Larry Powers, President of the Port Orange Railway Society, spoke regarding their organization and donated a sign on the history of the Depot to be placed at Depot Park. He asked Council for approval to place a caboose they will purchase on the property with the train depot. He also asked for permission to use the City's logo in their fundraising and would like the City to match the funds they raise to purchase the caboose.

Council Member Chase Tramont asked for a timeframe on the purchase. He would need to review the ideas and requests presented before making a decision. Mr. Powers was unsure, but they would like to submit an offer as soon as possible. The price tag is \$12,500. Moving the car will be expensive. He's estimating the move would be approximately \$35,000.

11. William Seward - Complaint against Staff assessing the City's storm drainage system

William Seward, citizen, discussed his encounter with staff assessing the City's storm drainage system through his property. He asked that a policy be implemented to require staff to knock on a resident's door before proceeding to the back of the property.

Anonymous would like to know when the Annual Report for the Police Department will be filed.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Council Member Reed Foley spoke regarding kiosks with sunscreen available at some parks in Boston.

Vice Mayor Scott Stiltner thanked City staff and KemperSports staff for the Mayor's Golf Tournament over the weekend.

Motion was made by Vice Mayor Scott Stiltner to authorize the City Manager and staff to look into the railway organization's request for future consideration by Council and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

Mayor Don Burnette congratulated Council Member Reed Foley, Vice Mayor Scott Stiltner, and Councilwoman-elect Kat Atwood for their unopposed election wins. He would like a workshop regarding smoking in parks.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

Bobby Ball, member of the CAC for TPO, provided an update from their recent meeting.

14. Environmental Advisory Board Appointments (x2)

Jackalyn Craven-Laughner introduced herself and spoke as to her desire to serve the City and is particularly interested in our environmental issues.

Shawn Goepfert also introduced himself and spoke as to his desire to serve the City in this capacity.

Council Member Reed Foley nominated Shawn Goepfert, which was seconded by Vice Mayor Scott Stiltner.

Council Member Drew Bastian nominated Michael Anderson.

All were in favor and the nominations carried unanimously by roll call vote.

PUBLIC HEARING

15. Second Reading - Ordinance No. 2022-4 - Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development / Case No. 21-40000002

Mayor Don Burnette read Ordinance No. 2022-4.

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; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-4 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

16. Second 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 Drew

Bastian. Motion carried unanimously by
roll call vote.

17. Second 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 Drew
Bastian.

Mr. Reinhausen spoke regarding his concerns on the former gas station property. He is concerned there may be contamination.

Motion carried unanimously by roll call
vote.

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

Mayor 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 Drew Bastian. Motion carried unanimously by roll call vote.

19. Second 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 Drew Bastian.

Council Member Reed Foley does not support the rezoning for 5360 Debois Avenue but supports the others.

Motion carried 4-1 by roll call vote with Council Member Reed Foley voting no.

20. Second 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)

Mayor Don Burnette read Ordinance NO. 2022-15.

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.

Motion to adopt Ordinance No. 2022-15
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member Reed
Foley.

Tim Burman, Community Development Director, provided details of the ordinance change.

Ms. Craven-Laughner spoke regarding her concerns with these changes, specifically the ripple effect and the timeframe extension. She suggested cutting off the timeframe at 10:00 p.m. not midnight.

Mary Halsey, citizen, agreed with Ms. Craven-Laughner. She's concerned with the noise level if she wants to open her windows.

Vice Mayor Scott Stiltner spoke regarding the closeness of the entertainment districts to residential areas. He would like to keep the time limits as they are now except for the Riverwalk District.

Motion to open public comments was
made by Council Member Drew Bastian
and Seconded by Council Member
Chase Tramont. Motion carried
unanimously by voice vote.

Shane Snipes, owner of First Turn, spoke regarding his restaurant and the noise levels from his bands.

Elliott Robert Hoover, citizen, spoke against the noise levels being extended.

Council Member Reed Foley announced a conflict of interest as he has a contract to perform at First Turn, which is in one of the entertainment districts. He will abstain from voting.

Vice Mayor Scott Stiltner supported the noise limit change for the Riverwalk District through midnight but believes the Down Under and Ridgewood/Commonwealth Districts should end at 11:00 p.m. instead of midnight. Council Member Chase Tramont agreed.

Motion to approve Ordinance No. 2022-15 as presented was withdrawn by Vice Mayor Scott Stiltner.

Motion to amend the ordinance to extend the timeframe to 11:00 p.m. Thursday-Saturday only was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried 3-1-1 by roll call vote with Mayor Don Burnette voting no and Council Member Reed Foley abstaining.

Council recessed at 8:33 p.m. and reconvened at 8:42 p.m.

REGULAR AGENDA

21. Approval of Change Order No. 9 with Saboungi Construction, Inc. to Extend Time for The Rec Project QPC082

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

Susan Lovallo, Interim Deputy City Manager, provided background on the REC Center project and the request from Saboungi Construction, Inc. and answered questions of Council.

Hassan Saboungi, Vice President of Saboungi Construction, Inc., discussed the project delays and their request for an extension.

There were no public comments.

Council Member Drew Bastian supported the motion on the table. Council agreed.

Motion carried 4-1 by roll call vote with
Mayor Don Burnette voting no.

ADDITIONAL ITEMS

- 22. City Attorney
 - a. City Attorney Annual Evaluation

Council provided the City Attorney with feedback based on the past year's performance. Council discussed a change in compensation. Mayor Don Burnette suggested a 5% increase to be discussed during the Regular City Council meeting on July 19th.

Matt Jones, City Attorney, thanked his team for their work.

- 23. City Manager
 - a. City Manager Annual Evaluation

Council provided the City Manager with feedback based on the past year's performance. Council will also discuss a change in compensation for the City Manager at the regular meeting on July 19th.

Mr. Clark thanked City Staff and looks forward to continuing to build the leadership team and thanked Council for the opportunity.

COUNCIL COMMITTEE REPORTS

- 24. City Council Committee Reports
 - a. First Step Shelter - Council Member Chase Tramont had nothing to report.
 - b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details on upcoming events.

ADJOURNMENT - 9:52 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Foley Jonathan Reed		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Council	
MAILING ADDRESS 739 Horseman Dr.		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Port Orange	COUNTY Volusia	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 6/21/22		NAME OF POLITICAL SUBDIVISION: Port Orange	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Reed Foley, hereby disclose that on June 21, 20 22:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☒ inured to the special gain or loss of First Turn Lounge, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Currently engaged to provide entertainment services to First Turn Lounge.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

6/21/22

Signature

[Signature]

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 28, 2022

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 Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
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	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION ITEMS

4. Budget Workshop Discussion

John McKinney, Finance Director, provided an overview regarding the projects to be used with the American Rescue Plan monies, future assumptions relating to revenues and expenditures, preliminary tax roll details, and a historical review of millage rates and new construction, as well as details on the next steps Staff will be taking relating to the City's budget and what Council will be considering in upcoming meetings and workshops. Mr. McKinney answered questions from Council.

Wayne Clark, City Manager, spoke regarding specific details of the budget process to be discussed at the workshop on July 25th.

Councilman Reed Foley asked for vacancy rates for discussion during July's workshop.

Councilman Chase Tramont would like to consider reserve funds to help balance the budget and to help with inflation costs.

Vice Mayor Scott Stiltner suggested collaborating with neighboring cities to possibly reduce costs on projects.

Councilman Drew Bastian is a bit worried about the real estate market declining and affecting revenues.

City Council Workshop

June 28, 2022

Page **2** of **2**

ADJOURNMENT - 6:44 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (C8a) Intent to Award ITB #22-08 Fire Station #74 Ceiling / HVAC Replacement to Paul Culver Construction, Inc.

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award ITB #22-08 Fire Station #74 Ceiling / HVAC Replacement to Paul Culver Construction, Inc. in the amount of \$398,000; and authorize an allowance for unforeseen conditions (contingency) in an amount not to exceed \$10,000; and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: Fire station 74 was built in 1999. The air conditioners and ceiling were replaced in 2013/2014. Recently, mold was detected in/on the ductwork because of sweating on the ducts. This sweating has rotted the drywall ceiling. Staff and contractors have addressed the mold issues so far. The duct insulation was removed and then double insulated to try and stop the ducts from sweating and over 20 off ridge vents were installed. None of that work resolved the issue. The existing drywall ceiling, HVAC equipment, ductwork and accessories will be removed and replaced. The ceiling configuration will be modified to prevent further damage. The project was bid in accordance with City policy and four (4) bids were received:

Paul Culver Construction, Inc.	\$398,000
APM Construction	\$415,300
Air Mechanical & Service Corp	\$424,000
A.G. Pifer Construction, Inc.	\$447,244

The Public Works & Utilities Department is requesting a Standard Contract for Services be awarded to Paul Culver Construction, Inc. in the amount of \$398,000. Since this construction work is located in the attic area of the building and not all areas could be thoroughly inspected during the development of the scope of work, the staff is requesting an allowance for unforeseen conditions up to \$10,000 (Contingency). The project has been fully funded.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Paul Culver Construction, Inc. AIA Agreement - ITB 22-08 - Final	Paul Culver Construction, Inc. AIA Agreement - ITB 22-08 - Final.pdf
2.	General Conditions: A201-2017 ITB 22-08 - Final	A201-2017 ITB 22-08 General Conditions - Final - (1).pdf
3.	ITB 22-08 Supporting Contract Documents to AIA Agreement and General Conditions - Final	ITB 22-08 Supporting Contract Documents to AIA Agreement and General Conditions.pdf
4.	Justification Memo ceiling hvac 2022 (1)	Justification Memo ceiling hvac 2022 (1).docx
5.	ITB #22-08 NOTICE OF INTENT TO AWARD	ITB #22-08 NOTICE OF INTENT TO AWARD.docx
6.	ITB 22-08 Bid Tabulation	ITB 22-08 Bid Tabulation.pdf
7.	ITB 22-08 Fire Station 74 Ceiling - HVAC Replacement and Mold Remediation FINAL 3.17.22 (1)	ITB 22-08 Fire Station 74 Ceiling - HVAC Replacement and Mold Remediation FINAL 3.17.22 (1).pdf
8.	Paul Culver Construction COI - ALL 2.10.23	Paul Culver Construction COI - ALL 2.10.23.pdf
9.	ITB 22-08 Paul Culver Construction Submittal	ITB 22-08 Paul Culver Construction Submittal.pdf

Kelly Klausky	Created/Initiated - 6/22/2022
Julia Wiggins	Approved - 6/22/2022
Tom DiEulio	Approved - 6/23/2022
Ronny Buttrum	Approved - 6/23/2022
Lynn Stevens	Approved - 6/24/2022
John McKinney	Approved - 6/28/2022
Matthew Jones	Approved - 7/8/2022
Wayne Clark	Approved - 7/11/2022
Robin Fenwick	Final Approval - 7/12/2022

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 2022

(Paragraph deleted)

BETWEEN the Owner:

City of Port Orange, a Florida municipal corporation
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

and the Contractor:

Paul Culver Construction, Inc.
1301 Beville Road #6
Daytona Beach, Florida 32119
(386) 763-4190

for the following Project:

ITB 22-08 Fire Station #74 HVAC and Ceiling Replacement
Limited interior repairs at Fire Station 74 including replacement of the existing ceiling and HVAC system

The Architect:

(Name, legal status, address and other information)

DJ Design Services, Inc., a Florida corporation
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:

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

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

§ 3.3 Substantial Completion

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

(Paragraph deleted)

- ☐ Not later than () calendar days from the date of commencement of the Work.

Init.

[X] By the following date: Contractor shall achieve Substantial Completion of the work not later than 365 days from the issuance of a written Notice to Proceed issued by the City, with final completion 30 days thereafter.

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

Portion of Work	Substantial Completion Date
N/A	N/A

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Ninety-Eight Thousand and 00/100 Dollars (\$398,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
N/A	N/A

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

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

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

Item	Price
N/A	N/A

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

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

§ 4.5 Liquidated damages, if any:

\$0.00 per day

§ 4.6 Other:
(Paragraph deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

Init.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than 30 days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Paragraph deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(Paragraph deleted)
No reduction of retainage below five percent (5%).

§ 5.1.7.3

Init.

Deleted in its entirety

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

Architect’s actions, subject to recommendation to Owner, and Owner approval prior to action,

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

☒ Litigation in a court of competent

(Paragraphs deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

Init.

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750
lstevens@port-orange.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Paul Culver Construction, Inc.
1301 Beville Road #6
Daytona Beach, Florida 32119
paul@paulculverconstruction.com
(386) 763-4190 - Telephone
(386) 322-0007 – Facsimile

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

§ 8.5 Insurance and Bonds

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

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

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

(Paragraph deleted)

§ 8.7 Other provisions:

§8.7.1 PUBLIC RECORD 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 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; and (d) meet all

Init.

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.

§ 8.7.2 RECORDS

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24

<http://dos.myflorida.com/library-archives/records-management/>. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.

§ 8.7.3 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.

§ 8.7.4 CONTRACT CONSTRUCTION

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

§ 8.7.5 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.7.6 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A" through "F," all of which are made a part hereof by this reference.
- .2 Exhibit A, Insurance and Bonds: AIA Document A101™–2017
- .3 Exhibit B, ITB 22-08
- .4 Exhibit C, Contractor's Proposal
- .5 Exhibit D, Applications for Payment
- .6 Exhibit E, Forms
- .7 Exhibit F, Contractors Completion Checklist

.8 Addenda:

Title	Date	Pages
Addendum No. 1	April 12, 2022	1
Addendum No. 2	April 21, 2022	2

(Paragraphs deleted)

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

.9 General Conditions of the Contract for Construction: AIA Document A201™-2017

(Paragraphs deleted)

.10 ITB 22-08 Drawings, Specifications, and Requirements

Title	Date	Pages
Attachment "A" – Port Orange Fire Station 74 Upgrades	October 27, 2021	15
Attachment "B" – FS74 Remodel Plan	August 5, 2013	5
Attachment "C" - Specifications		96
Attachment "D" – Port Orange Fire Station 74 Upgrades (added per Addendum No. 1)	November 2, 2021	3

(Paragraphs deleted)

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

OWNER

CITY OF PORT ORANGE

(Signature)

Donald O. Burnette, Mayor

DATE:

(Row deleted)

CONTRACTOR

PAUL CULVER CONSTRUCTION, INC.

(Signature)

Paul K. Culver, President

DATE:

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:52:27 ET on 07/08/2022.

PAGE 1

AGREEMENT made as of the day of in the year 2022
(In words, indicate day, month and year.)

...

(Name, legal status, address and other information)
City of Port Orange, a Florida municipal corporation
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

...

(Name, legal status, address and other information)
Paul Culver Construction, Inc.
1301 Beville Road #6
Daytona Beach, Florida 32119
(386) 763-4190

...

(Name, location and detailed description)
ITB 22-08 Fire Station #74 HVAC and Ceiling Replacement
Limited interior repairs at Fire Station 74 including replacement of the existing ceiling and HVAC system

...

DJ Design Services, Inc., a Florida corporation
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987

PAGE 2

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

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

...

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

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User Notes:

[**X**] By the following date: Contractor shall achieve Substantial Completion of the work not later than 365 days from the issuance of a written Notice to Proceed issued by the City, with final completion 30 days thereafter.

...

N/A

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—), Three Hundred Ninety-Eight Thousand and 00/100 Dollars (\$398,000.00),~~ subject to additions and deductions as provided in the Contract Documents.

...

N/A

N/A

...

N/A

N/A

N/A

...

N/A

N/A

...

N/A

N/A

N/A

...

~~(Insert terms and conditions for liquidated damages, if any.)~~
\$0.00 per day

...

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than ~~(—)~~30 days after the Architect receives the Application for Payment.
 (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to

substantiate its accuracy, as the Architect may require. This ~~schedule of values~~ schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

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

Five Percent (5%)

...

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

...

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

No reduction of retainage below five percent (5%).

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

Deleted in its entirety

PAGE 5

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

—%

...

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Architect's actions, subject to recommendation to Owner, and Owner approval prior to action,

...

☒ **[X]** Litigation in a court of competent jurisdiction

☐ **[—]** Other *(Specify)*

jurisdiction. If the Owner and Contractor do not select a method of binding dispute resolution, or do not

subsequently agree in writing to a binding dispute resolution method other than litigation, Claims ~~will be resolved by litigation in a court of competent jurisdiction~~ shall be resolved by litigation, and 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.

...

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

PAGE 6

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

...

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

...

Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750
lstevens@port-orange.org

...

Paul Culver Construction, Inc.
1301 Beville Road #6
Daytona Beach, Florida 32119
paul@paulculverconstruction.com
(386) 763-4190 - Telephone
(386) 322-0007 – Facsimile

...

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

...

§8.7.1 PUBLIC RECORD 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 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; and (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.

§ 8.7.2 RECORDS

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24

<http://dos.myflorida.com/library-archives/records-management/>. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.

§ 8.7.3 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.

§ 8.7.4 CONTRACT CONSTRUCTION

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

§ 8.7.5 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.7.6 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

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- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A" through "F," all of which are made a part hereof by this reference.
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds–Bonds: AIA Document A101™–2017
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction–Exhibit B, ITB 22-08
- .4 Exhibit C, Contractor's Proposal
- .5 Exhibit D, Applications for Payment
- .4 — AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: .6 Exhibit E, Forms
(Insert the date of the E203–2013 incorporated into this Agreement.).7 Exhibit F, Contractors Completion Checklist
- .5 — Drawings, .8 Addenda:

<u>Number</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
Addendum No. 1	April 12, 2022	<u>1</u>	
Addendum No. 2	April 21, 2022	<u>2</u>	

~~.6~~ — Specifications

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
----------------	--------------	-------------	--------------

~~.7~~ — Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
---------------	-------------	--------------

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~~.8~~ — Other Exhibits:

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

☐ — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below: .9 General Conditions of the Contract for Construction: AIA Document A201™ 2017
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ — The Sustainability Plan: .10 ITB 22-08 Drawings, Specifications, and Requirements

...

Attachment "A" – Port Orange Fire Station 74 Upgrades	October 27, 2021	<u>15</u>
Attachment "B" – FS74 Remodel Plan	August 5, 2013	<u>5</u>
Attachment "C" - Specifications		<u>96</u>
Attachment "D" – Port Orange Fire Station 74 Upgrades (added per Addendum No. 1)	November 2, 2021	<u>3</u>

☐ — Supplementary and other Conditions of the Contract:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
-----------------	--------------	-------------	--------------

~~.9~~ — Other documents, if any, listed below:

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

OWNER
CITY OF PORT ORANGE

CONTRACTOR
PAUL CULVER CONSTRUCTION, INC.

(Signature)

Donald O. Burnette, Mayor

DATE:

(Printed name and title)

(Signature)

Paul K. Culver, President

DATE:

(Printed name and title)



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:52:27 ET on 07/08/2022 under Order No. 2114278940 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

ITB 22-08 Fire Station 74 HVAC and Ceiling Replacements

THE OWNER:

(Name, legal status and address)

City of Port Orange, a Florida municipal corporation
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

THE ARCHITECT:

(Name, legal status and address)

DJ Design Services, Inc. a Florida corporation
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987

THE CONTRACTOR:

(Name, legal status and address)

Paul Culver Construction, Inc.
1301 Beville Road #6
Daytona Beach, Florida 32119
(386) 322-0007

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:44:25 ET on 07/08/2022.

PAGE 1

ITB 22-08 Fire Station 74 HVAC and Ceiling Replacements

...

City of Port Orange,a Florida municipal corporation

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5575

THE ARCHITECT:

(Name, legal status and address)

DJ Design Services, Inc.a Florida corporation

913 North Nova Road

Holly Hill, Florida 32117

(386) 255-6987

THE CONTRACTOR:

Paul Culver Construction , Inc.

1301 Beville Road #6

Daytona Beach, Florida 32119

(386) 322-0007

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:44:25 ET on 07/08/2022 under Order No. 2114278940 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT “A”

Insurance and Bond

Consisting of 6 Pages

Insurance

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	Workers' Compensation 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 style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><u>Contract Amount</u></td> <td style="width: 50%; border: none;"><u>Limits</u></td> </tr> <tr> <td style="border: none;">Up to \$10 million</td> <td style="border: none;">Statutory/\$500,000</td> </tr> <tr> <td style="border: none;">\$10 - \$20 million</td> <td style="border: none;">Statutory/\$1,000,000</td> </tr> </table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ 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								
☒	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.	<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>							
☒	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								

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: Paul Culver Construction, Inc.
Principal Business Address: 1301 Beville Road #6
Daytona Beach, Florida 32119
Contact Person: Paul K. Culver, President
Phone Number: (386) 763-4190

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: \$398,000.00 **City Case/Project No.** ITB 22-08 Fire Station #74 HVAC and Ceiling Replacement

Description of Work: ITB 22-08 Fire Station #74 HVAC and Ceiling Replacement

Project Location: City of Port Orange Fire Station 74, 6701 Airport Road, Port Orange, Volusia County, Florida 32128

Legal Description: Portions of Parcel ID#: 6307-00-00-0012
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 Fire Station 74
6701 Airport Road, Port Orange, FL 32128**

Parcel ID:
633100000025

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

EXHIBIT "A"

Paul Culver Construction, Inc.

ITB 22-08 Fire Station #74 HVAC and Ceiling Replacement

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, **PAUL CULVER CONSTRUCTION, 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 **THREE HUNDRED NINETY-EIGHT THOUSAND AND 00/100 DOLLARS (\$398,000.00)**, 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 AIA Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Fire Station #74 HVAC and Ceiling Replacement, 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:

PAUL CULVER CONSTRUCTION, INC.

(As to Corporate Principal) Secretary

By: _____
Paul K. Culver, 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.

EXHIBIT “B”

ITB 22-08

Dated April 28, 2022

Consisting of 112 Pages

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation

ITB #22-08



City of Port Orange Purchasing Division

Prepared by: Jennifer Cox, Purchasing Agent

Release Date: March 24, 2022

Bid Due Date & Time: April 28, 2022 at 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 #22-08

FIRE STATION #74 CEILING/HVAC REPLACEMENT & MOLD REMEDIATION

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on April 28, 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. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid Conference and Site Visit for the project at 10:00 A.M. (local time) on April 7, 2022 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 **MUST** 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 must be submitted with each submission.

DESCRIPTION: The City of Port Orange is soliciting sealed Bids for the purpose of limited interior repairs including replacement of the existing ceiling and replacement of the existing HVAC system.

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 of Section 2.266. 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 Purchasing Agent, Jennifer Cox, jcox@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation"** in the subject line. Last day for questions will be, **April 14, 2022 by 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 #22-08
BID TITLE:	FIRE STATION #74 CEILING/HVAC REPLACEMENT & MOLD REMEDIATION
DUE DATE/TIME:	APRIL 28, 2022 AT 2:30 P.M.
SUBMITTED BY:	(Name of Company)
ADDRESS:	
DELIVER TO:	CITY OF PORT ORANGE ATTN: JENNIFER COX, PURCHASING AGENT PURCHASING DIVISION 1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk’s Office)

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[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 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation at 6701 Airport Rd, Port Orange, FL 32128.

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.

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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 24, 2022
Mandatory Pre-Bid Conference and Site Visit.....April 7, 2022 at 10:00 A.M.
Deadline for Questions.....April 14, 2022 by 5:00 P.M.
Final Addendum PostingApril 21, 2022 by 5:00 P.M.
Bids Due.....April 28, 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: Jennifer 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 will 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 at the meeting and site visit as proof of attendance. The site visit will immediately follow the meeting in Council Chambers.

QUESTIONS REGARDING THIS ITB:

All questions must reference **"ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation"** in the subject line and shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Jennifer 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. 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. Bidders who do not acknowledge the correct number of addenda may be deemed non-responsive.

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.

SCHEDULE OF UNIT PRICING:

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 complete 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 (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. 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.

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SECTION 3 - SCOPE OF WORK

SCOPE OF WORK:

This scope of work consists of furnishing all labor, equipment, and materials including but not limited to, the following:

Limited interior repairs at Fire Station 74 including replacement of the existing ceiling and HVAC system.

SUMMARY OF WORK:

1. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all work required by these Specifications and Drawings (Attachment A & Attachment B)
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.

DRAWINGS, SPECIFICATIONS, AND REQUIREMENTS:

You can find separate PDFs of these document on the City of Port Orange website at the link below:

<https://www.port-orange.org/bids.aspx> and DemandStar website www.demandstar.com.

Document Title:

- **“Attachment A” – PORT ORANGE FIRE STATION #74 UPGRADES**
- **“Attachment B” – FS74 REMODEL PLANS**

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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 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 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”.)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by 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 emailing 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, 2021 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, he/she should return the enclosed "Bidder Acknowledgement Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the 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 be unnecessary. 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 are 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 a 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, then 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 businesses as defined in section 2-275 of the Code of Ordinances.
4. Firm with the lowest volume of work on city projects within the last five years. The information will be based on information provided by the proposer, subject to verification at the city's option.

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.

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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.		

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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 accommodated 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. **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 (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.

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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:

Three hundred sixty-five (365) days from receipt of Notice to Proceed from the City for substantial completion and an additional thirty (30) days for final completion, not to exceed a total of three hundred ninety-five (395) days for the term of the contract.

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. Substantial Completion Time: Not to exceed three hundred sixty-five (365) days from the date of the Notice to Proceed.
- D. Final Completion Time: Thirty (30) days from substantial completion time.
- E. Total Completion Time: Not to exceed three hundred ninety-five (395) days from the date of the Notice to Proceed.

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.

PROOF OF E-VERIFY REGISTRATION

Bidders who do not include proof of E-Verify registration with form 7.10 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive

LICENSES AND PERMITS

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

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 be required to furnish and pay for a satisfactory 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.

BID BONDS:

A certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the bidder and an acceptable surety in the amount equal to (5%) of the total amount of the 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.

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.

SAFETY:

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction 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.

REPAIR OF DAMAGES:

It is the responsibility of the Contractor 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 and shall inspect the repairs upon completion.

[Remainder of 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 – Listing 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
- _____ Attachment 1 – Schedule of Unit Pricing
- _____ Current Bonding Capacity Letter (as outlined in Section 6)
- _____ Original Recorded Bid Bond
- _____ Copy of all currently held licenses (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (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)

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED NAME OF SIGNATORY: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

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

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

(FORM 7.8 – 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					
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. 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

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELEGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws of the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:** ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation

Business Name _____

Contact Person/Title _____

Address _____

City, State Zip _____

Length of time at address provided _____

Phone Number _____

Email _____

Physical Presence of Business: ☐ Headquarters ☐ Principle Place of BusinessAnd within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Federal Tax Classification: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____****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: _____

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

ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

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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 (print out the first 2 pages and send along with this form).

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 #22-08 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

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 - SCHEDULE OF UNIT PRICING:

			
"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING			
BID FORM			
ITB 22-08			
FIRE STATION #74 CEILING/HVAC REPLACEMENT & MOLD REMEDIATION			
Completed "Attachment 1" Schedule of Unit Pricing Bid 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 electronically.			
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.			
Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.			
NAME OF BUSINESS:			
CONTACT PERSON:			
EMAIL ADDRESS:			
AUTHORIZED SIGNATURE:			
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK			
ITEM #	DESCRIPTION	QTY	Amount
1	Removal and Replacement of Ceiling	1	
1	Replacement of HVAC System	1	
1	Mold Remediation/Interior Repairs	1	
		TOTAL BID PRICE	
Number of calendar days to complete project upon receipt of Notice to Proceed:		DAYS:	

This document must be completed and returned with your Submittal

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description:

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

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 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation

Description of Work: ITB 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation

Project Location: City of Port Orange Fire Station 74, 6701 Airport Road, Port Orange, Volusia County, Florida 32128.

Legal Description: Portions of Parcel ID #: 6307-00-00-0012.
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 Fire Station 74
6701 Airport Road, Port Orange, FL 32128**

Parcel ID:
633100000025

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

EXHIBIT "A"

ITB 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation

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 AIA Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation, 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

AGREEMENT made as of the « » day of « » in the year «2022»
(In words, indicate day, month and year.)

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

«City of Port Orange,» «a Florida municipal corporation»
«1000 City Center Circle»
«Port Orange, Florida 32129»
«(386) 506-5575»

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

« »
« »
« »
« »

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

«ITB 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation
Services»
« »
«Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation Services Limited
interior repairs at Fire Station 74 including replacement of the existing ceiling and HVAC
system»

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

«DJ Design Services, Inc.» «a Florida corporation»
«913 North Nova Road»
«Holly Hill, Florida 32117»
«(386) 255-6987»

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

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

☐ [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)



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

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

§ 3.3 Substantial Completion

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

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

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

[«X-»] By the following date: «-Contractor shall achieve Substantial Completion of the work not later than 365 days from the issuance of a written Notice to Proceed issued by the City, with final completion 30 days thereafter.»

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

Portion of Work	Substantial Completion Date
N/A	N/A

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
N/A	N/A

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

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

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

Item	Price
N/A	N/A

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

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

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

«\$0.00 per day-»

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

«-»

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the « 1st » day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the « 10th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than « 30 » days after the Architect receives the Application for Payment. Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.~~
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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§ 5.1.7 Retainage

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

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

«Five Percent (5%)»

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«No reduction of retainage below five percent (5%)»

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

«Deleted in its entirety»

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

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

§ 5.2 Final Payment

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

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

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

« »

§ 5.3 Interest

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

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

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.

« » % « »

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

~~«—Architect's actions, subject to recommendation to Owner, and Owner approval prior to action.»~~

~~«—»~~
~~«—»~~
~~«—»~~

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

[☐] Other (Specify)

~~«—»~~

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

~~« »~~

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

~~« »~~

«-Lynn Stevens, Public Works and Utilities Director»
«-1000 City Center Circle»
«-Port Orange, Florida 32129»
«-(386) 506-5750»
«-lstevens@port-orange.org»

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

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

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

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

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

«-»

§ 8.7 Other provisions:

§8.7.1 PUBLIC RECORD 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 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; and (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.

§ 8.7.2 RECORDS

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24 <http://dos.myflorida.com/library-archives/records-management/>. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.

§ 8.7.3 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.

§ 8.7.4 CONTRACT CONSTRUCTION

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

§ 8.7.5 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.7.6 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

« — »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1** AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A" through "F," all of which are made a part hereof by this reference.
- .2** AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3** AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4** AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

«-ITB 22-08 Drawings, Specifications, and Requirements»

Title	Date	Pages
Attachment "A" – Port Orange Fire Station 74 Upgrades		
Attachment "B" – FS74 Remodel Plan		

- .5** Drawings/Addenda, if any

Number	Title	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .6 SpecificationsOther Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

_____ [☐]

[☐] The Sustainability Plan:

Title	Date	Pages

[☐] Supplementary and other Conditions of the Contract:

Section	Title	Date	Pages
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>

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

_____ [☐]

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

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

_____ [☐]

[☐] The Sustainability Plan:

Title	Date	Pages

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~~[« »]~~ Supplementary and other Conditions of the Contract:

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



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

OWNER (Signature)
« »« »
(Printed name and title)

CONTRACTOR (Signature)
« »« »
(Printed name and title)

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DATE;

DATE;

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

«ITB 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation Services»
« »

THE OWNER:
(Name, legal status and address)

««City of Port Orange»««a Florida municipal corporation»
««1000 City Center Circle»
Port Orange, Florida 32129
(386) 506-5575

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THE ARCHITECT:
(Name, legal status and address)

««DJ Design Services, Inc»««a Florida corporation»
««913 North Nova Road»
Holly Hill, Florida 32117
(386) 255-6987

THE CONTRACTOR:
(Name, legal status and address)

« »
« »
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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



End of Solicitation Documents

EXHIBIT “C”

Contractor’s Proposal

Consisting of 36 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 – Listing 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
- ☒ Attachment 1 – Schedule of Unit Pricing
- ☒ Current Bonding Capacity Letter (as outlined in Section 6)
- ☒ Original ~~Recorded~~ Bid Bond
- ☒ Copy of all currently held licenses (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format.

BY: Paul Culver Construction, Inc.
Name of Business


Authorized Signature

04-28-2022
Date

This document must be completed and returned with your Submittal



REVISED "ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM
ITB 22-08

FIRE STATION #74 CEILING/HVAC REPLACEMENT

Completed "Attachment 1" Schedule of Unit Pricing Bid 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 electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

BUSINESS:	PAUL CULVER CONSTRUCTION, INC
CONTACT PERSON:	PAUL CULVER CONSTRUCTION, INC
EMAIL ADDRESS:	PAUL@paulculverconstruction.com
AUTHORIZED SIGNATURE:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK

ITEM #	DESCRIPTION	QTY	TOTAL BID PRICE
1	Interior Repairs and Replacement of the Ceiling and HVAC System	1	398,000.00

REVISED ITB 22-08 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. Bidder shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1: Heating, Ventilation and Air Conditioning

Name: **D G Meyer, Inc.**

Percent of Contract Price: 31%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2: Electrical

Name: **Giles Electric Company, Inc.**

Percent of Contract Price: 14%

Previous Experience Together: Yes/No No

Subcontractor No. 3: Acoustical Ceilings

Name: **A & W Construction Services**

Percent of Contract Price: 2%

Previous Experience Together: Yes/No Yes

Subcontractor No. 4: Insulation

Name: **Attic Man**

Percent of Contract Price: 8%

Previous Experience Together: Yes/No Yes

Subcontractor No. 5: Soffit System

Name: **A & W Construction Services**

Percent of Contract Price: 3%

Previous Experience Together: Yes/No Yes

Subcontractor No. 6: Painting

Name: **Ballou Painting**

Percent of Contract Price: 2%

Previous Experience Together: Yes/No Yes

Subcontractor No. 7: Roofing

Name: **Triangle Roofing**

Percent of Contract Price: 1%

Previous Experience Together: Yes/No Yes

This document must be completed and returned with your Submittal

ITB #22-08 Fire Station #74 Ceiling and HVAC Replacement

BID BOND

Bond No.: n/a

KNOW ALL MEN BY THESE PRESENTS that Paul Culver Construction, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1301 Beville Road #6, Daytona Beach, FL 32119, Tel.: 386-763-4190, (hereinafter called "PRINCIPAL"), and Great Midwest Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 800 Gessner Road Suite 600, Houston, Texas 77024, Tel.: 713-935-0226 (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 28, 2022, for:

Project Name / Bid No.: ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

Project Address: 6831 Airport Rd #6805, Port Orange, FL 32128

Legal Description:

Description of Work: Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

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 28th 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: Paul Culver Construction, Inc.

2
Signature
Paul K. Culver President
Corporate Officer & Title

ATTEST:

✓
Signature
Paul K. Culver
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Robert Hume

ATTEST:

see attached power of attorney
Signature
Corporate Secretary (Affix Corporate Seal)

SURETY: Great Midwest Insurance Company

Donald Bramlage
Attorney-in-Fact (signature)
Donald Bramlage, Attorney-In-Fact
Name & Title
Donald 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.: 000737 NAIC No.: 18694

STATE OF Florida

COUNTY OF Seminole

Before me this day personally appeared Donald Bramlage (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Great Midwest Insurance Company (corporate surety) and that this person has been authorized by Great Midwest 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.

Donald Bramlage
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 28th day of April, 2022, by Donald Bramlage who is personally known to me or who produced n/a as identification.

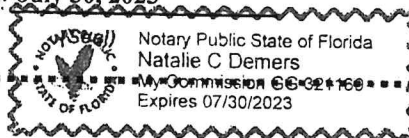
NOTARY PUBLIC - STATE OF Florida

Type or print name: Natalie C. Demers

Commission No.: GG 321169

Commission Expires: July 30, 2023

END OF BID BOND



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

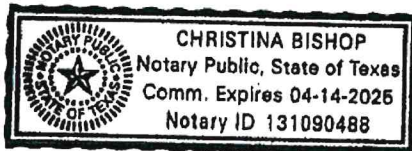


GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



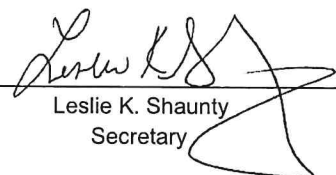
BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of April, 2022.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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):

None

Paul Culver Construction, Inc.

NAME OF BUSINESS

1301 Beville Road, Suite 6

MAILING ADDRESS

Paul K. Culver

AUTHORIZED SIGNATURE

Daytona Beach, FL 32119

CITY, STATE & ZIP CODE

Paul K. Culver

NAME, TITLE, TYPED

386-763-4190 / 386-763-4190

TELEPHONE NUMBER / FAX NUMBER

20-2380437

FEDERAL IDENTIFICATION #

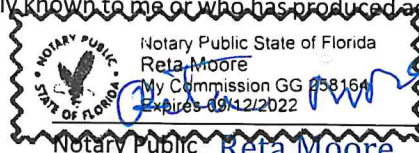
Paul@paulculverconstruction.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of April 28th, 2022 by Personally Known, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires: 09-12-2022



Reta Moore
GG 258164

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: 04-12-2022 Addendum # _____ Date: _____

Addendum # 2 Date: 04-22-2022 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."

Paul Culver Construction, Inc.

Name of Business

By: [Signature]

Printed Name: Paul K. Culver

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 2022, by
Paul K. Culver as President of _____

(NAME)

(TITLE)

Paul Culver Construction, Inc.

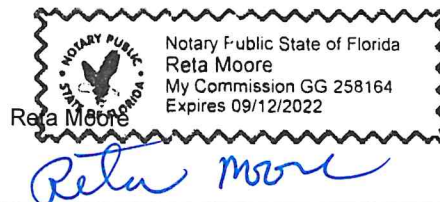
and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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.

Paul Culver Construction, Inc.

Name of Business

By: [Signature]

Printed Name: Paul K. Culver

Title: President

STATE OF Florida

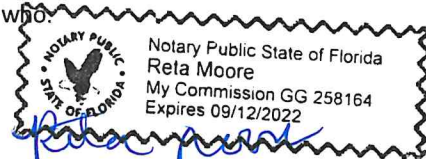
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 2022, by
Paul K. Culver, as President of
(NAME) (TITLE)

Paul Culver Construction, Inc.

(NAME OF ORGANIZATION)

and who



Reta Moore

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

My Comm. GG 258164

Exp. 09-12-2022

This document must be completed and returned with your Submittal

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

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 Paul K. Culver, who, being by me first duly sworn, made the following statement:

1. The business address of 1301 Beville Rd., Daytona Beach, FL 32119 (name of Offeror or business) is _____.
2. My relationship to Paul Culver Construction (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Paul Culver Construction, Inc.

Name of Business

By: _____

Printed Name: Paul K. Culver

Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 20 22, by Paul K. Culver, as President of Paul Culver Construction, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Reta Moore
Reta Moore

My Comm. # is GG 258164

Expires 09-12-2022

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submission



Notary Public, State of Florida
Reta Moore
My Commission GG 258164
Expires 09/12/2022

FORM 7.6 – ANTI-COLLUSION FORM

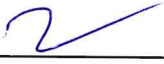
ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Paul Culver Construction, Inc.

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

PRINTED NAME OF SIGNATORY: Paul K. Culver

TITLE: President

ADDRESS: 1301 Beville Rd. Suite 3

CITY: Daytona Beach STATE: FL ZIP CODE: 32119

TELEPHONE: 386-763-4190 FAX: 386-322-0007

F.E.I.N. NUMBER: 20-2380437

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: Paul Culver Construction, Inc.
- B. Permanent main office address: 1301 Belville Rd., Suite 6, Daytona Beach, FL
- C. Date organized: Articles of Incorporation dated 02-18-2005
- 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? 17
- 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: GC/CM
- 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: Yes
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ Open line \$95,000.00 +
- O. Give bank name, contact name and phone number: Wells Fargo, Gabirelle Johnston, 386-254-7232
- 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.

Paul Culver Construction, Inc.

Name of Business

By: [Signature]

Printed Name: Paul K. Culver

Title: President

STATE OF: Florida

COUNTY OF: Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 2022,
by Paul K. Culver and who:

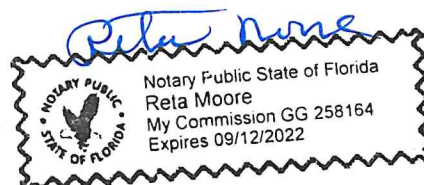
[Notary: Please select one]

☒ Is personally known to me; or

☐ Has produced Personally Known as identification.

Notary Public, State of: Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal.

FORM 7.8 – 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: PEA PHOENIX EAST INTERNATIONAL FLIGHT SCHOOL
Contact Person: Brendan M. Bozzuto, Director of Operations
City, State: Daytona Beach Campus, Florida
Telephone Number: 386-258-0703
Email Address: brendanb@pea.com
Description of goods or Services provided: Converting a 5,000+ square foot airport hangar into a flight training academy
Contract Amount: General Contracting Services
Contract Amount: \$700,000.00
Start/End Date of Contract: Notice to Proceed 06-2018 completed ahead of schedule 04-2019
2. Company Name: ISLAND DOCTORS HUMANA MULTI CM/GC PROJECT
Contact Person: Dr. Roy H. Hinman, II
City, State: St. Augustine, FL
Telephone Number: 386-866-9863
Email Address: dcluver1234@aol.com
Description of goods or Services provided: Interior Build out, ground up construction on multiply doctor's office , including mold remediation
Contract Amount: CM / GC locations State of Florida, Mississippi, Alabamha
Contract Amount: \$20,000,000.00
Start/End Date of Contract: 2007 - On going
3. Company Name: COUNTY OF VOLUSIA
Contact Person: David D. Ogle, Architects, Inc - Hall & Ogle Architects, Inc.
City, State: Daytona Beach, Fl
Telephone Number: 386-255-6163
Email Address: _____
Description of goods or Services provided: Numerous successful construction projects, public and priviate, ground up & renovations.
Contract Amount: General Contraction
Contract Amount: Approximately \$5,000,000.00 combined
Start/End Date of Contract: 02-2018 - Ongoing

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	Attached				
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION: ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation

Paul Culver Construction, Inc. Paul K. Culver, President 1301 Beville Rd. Suite 6
Business Name Contact Person/Title Address
Daytona Beach, FL 32119 6 Years
City, State Zip Length of time at address provided
386-763-4190
Phone Number Email paul@paulculverconstruction.com

Physical Presence of Business: ☒ Headquarters ☒ Principle Place of Business
And within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☒ State of Florida

FEIN (Federal Employer Identification Number): 20-2380437
Federal Tax Classification: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****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.

Paul Culver Construction, Inc.
Name of Business
By: _____
Printed Name: Paul K. Culver
Title: President

STATE OF: Florida
COUNTY OF: Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 2022
by Paul K. Culver and who:

[Notary: Please select one]

- ☒ Is personally known to me; or
☐ Has produced Personally Known as identification

Notary Public, State of: Florida

Printed, typed or stamped name, commission and expiration:

Reta Moore Jan 1, 2022
Commission # CG 258164
My Commission Expires 08/12/2022

This document must be completed and returned with your Submittal

ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation



CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

Solicitation Number: ITB #22-08

I, the undersigned, hereby certify that Paul Culver Construction, 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, 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 Paul Culver Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit (print out the first 2 pages and send along with this form).

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.

Paul K. Culver, President
(Print or Type Name, Title)

[Signature]
(Signature of Affiant)

20-2380437
(Federal Employer ID Number – FEIN)

1483397
(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 day of 28th April, 2022
by Paul K. Culver as President of Paul Culver Construction, Inc. on behalf of the company. He/she is personally known to me or has produced Personally Known (TYPE OF ID) as identification.

[Signature]
Reta Moore, Exp. 09-12-2022 Commission GG 258164
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.

Paul Culver Construction, Inc.

Organization Name

ITB #22-08 Fire Station #74

Ceiling/HVAC Replacement and Mold Remediation

Bid Number or Project Name

Paul K. Culver, President

Name(s) and Title(s) of Authorized Representatives

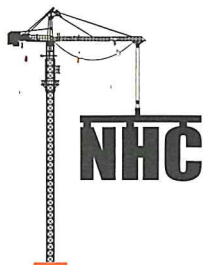


Signature

04-28-2022

Date

This document must be completed and returned with your Submittal



NIELSON, MOSHOLDER & ASSOCIATES

April 1, 2022

City of Port Orange
1000 City Center Circle
Port Orange, Florida

Re: Paul Culver Construction, Inc., 1301 Beville Road #6, Daytona Beach, FL 32119

To Whom it May Concern;

This letter is to serve as a general Statement of Bondability for **Paul Culver Construction, Inc.** Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds on this account up to \$5,000,000 single with a total aggregate program of \$10,000,000.

They are currently bonded through Great Midwest Insurance Company. The Surety Company has an AM Best Rating of A- IX.

Paul Culver Construction, Inc. is an excellent contractor and we hold them in the highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to show the quality and professionalism they possess.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call

Sincerely,


Don Bramlage
Attorney-In-Fact & Florida Resident Agent

Paul Culver Construction, Inc.
Contracts in Process
For the year ended March 31, 2022

Job	Adjusted Contract Price	Total Completed To date	Balance to Complete	Bonded Yes No	Balance Bonded	Anticipated Completion Date
1023 St. Johns St. - ID Palatka	1,600,000	677,440	922,560	N		6/24/2022
2460 Old Moultrie	5,205,000	79,408	5,125,592	N		10/23/2022
Beacon Center Interior Remodel	277,282	219,212	58,069	N		5/22/2022
1432 Peninsula - Barriero	516,000	279,562	236,438	N		5/1/2022
5524 Stewart St - Milton ID Build A&B	500,000	455,270	44,730	N		4/10/2022
5524 Stewart St - Milton ID Build D	100,000	29,971	70,029	N		10/15/2022
5524 Stewart St - Milton ID Build E	100,000	65,411	34,589	N		10/15/2022
Boylston Beach Approach	740,839	124,646	616,193	Y	616,193	8/31/2022
5445 Hibiscus Ave - Kegley	75,000	8,634	66,366	N		5/27/2022
300 Lambert - Angrick Residence	487,000	31,451	455,549	N		10/10/2022
Advanced Auto	8,230	68	8,162	N		4/20/2022
721 Pelican Bay Dr	10,792	418	10,374	N		4/1/2022
Facility Hardening	1,046,125	21,263	1,024,862	Y	1,024,862	7/31/2022
3393 N Oceanshore - Ehlen	1,189,775	-	1,189,775			6/1/2023
Halifax Health Lohman Build Suites 40&50	146,755	-				
Atlantic High Bleachers	198,800	1,373	146,755	Y	146,755	7/1/2022
Pine Ridge Bleachers	198,800	-	197,427	Y	197,427	9/1/2022
Urban Air - Space 501	1,598,000	3,481	198,800	Y	198,800	9/1/2022
Direct Tools	11,320	-	1,594,519	N		8/15/2022
Palmer College Concrete	22,329	208	11,320	N		3/31/2022
1211 Woodland - DeLand	355,275	29,891	22,121	N		4/8/2022
	\$ 14,387,322	\$ 2,027,707	325,384	N		10/20/2022
			12,359,615		2,184,037	
Bonding Letter dated 04-01-2022					10,000,000	
Available Bonding Capacity 04-01-2022					7,815,963	

FORM 7.7 - STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Project	Type of Work Performed	Contract Amount	Design Architect or EngineerName, Address, Phone & Email	Owner Name, Address, Phone & Email	Completed by own forces	Date of Completion
Atlantic High School	Concrete repair	16,925	N/A	School District of Volusia County 200 N Clara DeLand, FL 32720 rkelly0721@gmail.com	20	2022
Dahlia Park - Volusia County	New Park	1,138,848	Hall & Ogle Architects, Inc. David Ogle, Architect 208 Magnolia Ave. Daytona Beach, FL 32114 Phone: 386-255-6163 Email: dogle@hoarchitects.com	Coastal Division Construction Manager Department of Public Works County of Volusia 515 S. Atlantic Ave Daytona Beach, Florida 32118 Phone: (386) 248-8072 Ext. 20357 nczycki@volusia.org	20	2022
Edwin Peck Park - Volusia County	New Park	1,354,354	Hall & Ogle Architects, Inc. David Ogle, Architect 208 Magnolia Ave. Daytona Beach, FL 32114 Phone: 386-255-6163 Email: dogle@hoarchitects.com	Coastal Division Construction Manager Department of Public Works County of Volusia 515 S. Atlantic Ave Daytona Beach, Florida 32118 Phone: (386) 248-8072 Ext. 20357 nczycki@volusia.org	20	2022
1344 E Vine - Kissimmee ID	Build out new Medical Office	1,281,111	BPF Design, Inc. 207 Fairview Ave Daytona Beach, FL 3214 Phone: 386-257-0572 Email: bpfdesign@cfl.rr.com	Island Doctors Medical Group Dr. Roy Hinman 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2022
City Thrift 108 N Nova Rd Daytona Beach, FL	Interior Remodel	269,638	N/A	Mr. Daniel Warren Brook-Valley Management 4880 Valleydale Road Birmingham, AL 35242 Email: dwarren@brook-valley.com	80	2022
114St. Rd 20 - Interlachen ID	Build out new Medical Office	1,290,410	BPF Design, Inc. 207 Fairview Ave Daytona Beach, FL 3214 Phone: 386-257-0572 Email: bpfdesign@cfl.rr.com	Island Doctors Medical Group Dr. Roy Hinman 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2021
9 River Drive Monica Butera 9 River Drive Ormond Beach, FL 32176	New Home Build	242,512	Beachside Design Group Dale Schmlz 310 South Oceanshore Blvd Flagler Beach, FL Phone: 386-439-5700	Monica Butera 29 River Drive Ormond Beach, FL 32176 pinklady6@live.com	20	2021

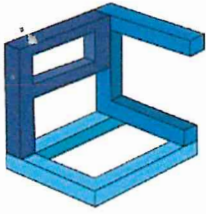
Email: beachsideflagler@gmail.com

RAU Paint Buildings 2359 & 2379 Embry-Riddle Aero University Attn: Accounts Payable 1 Aerospace Blvd Daytona Beach, FL 32114-3900	Painting Interior	95,000	N/A	Embry-Riddle Aero University 1 Aerospace Blvd Daytona Beach, FL 32114	20	2021
RAU Drone Lab Embry-Riddle Aero University Attn: Accounts Payable 1 Aerospace Blvd Daytona Beach, FL 32114-3900	Drone Labe	404,560	Houseman Architecture LLC 931 S Semoran Blvd., #204B Winter Park, FL 32792 Phone: 321-972-8446	Embry-Riddle Aero University 1 Aerospace Blvd Daytona Beach, FL 32114 Chris Ziolkowski Phone: 386-226-6506 email: ziolkbed@erau.edu	20	2021
Palm Harbor Golf Clubhouse 10 Palm Harbor Dr. Palm Coast, FL 32164	Remodel Clubhouse	232,026	Mead and Hunt Architects 4401 Eastport Parkway Port Orange, FL 32127 Phone: 386-761-6810	City of Plam Coast 160 Lake Ave Palm Coast, FL 32164 Phone: 386-986-2463 email: sknopf@palmcoastgov.com	20	2021
RAU Landscape Improvement ICI Embry-Riddle Aero University Attn: Accounts Payable 1 Aerospace Blvd Daytona Beach, FL 32114-3900	Landscape improvement	38,760	N/A	Embry-Riddle Aero University 1 Aerospace Blvd Daytona Beach, FL 32114	20	2021
Volusia County EOC 811 Tiger Bay Road Daytona Beach, FL	Plumbing Repairs	12,766	N/A	Volusia County EOC 3811 Tiger Bay Road Daytona Beach, FL	20	2021
Volusia County SOC 811 Tiger Bay Road Daytona Beach, FL	New pavers	29,200	N/A	Volusia County SOC 3811 Tiger Bay Road Daytona Beach, FL email: payoung@volusia.org	100	2021
Halifax Ormond Pharmacy 688 W Granada Blvd Ormond Beach, FL 32174	Remodel Existing Pharmacy	666,392	Fred M Humphrey & Associates Inc 1201 S Orlando Ave., Suite 300 Winter Park, FL, 32789 Phone: 407-261-3200	Halifax Medical Center 303 N Clyde Morris Blvd Daytona Beach, FL 32114 Email: John.Lavin@halifax.org	20	2021
Campbell Pool 100 S Martin Luther King Blvd Daytona Beach, FL	Build a new Entry Pavillion	300,902	The City of Daytona Beach Public Works Department 950 Bellevue Ave Phone: 386-671-8610 email: cohenbrent@codb.us	The City of Daytona Beach Public Works Department 950 Bellevue Ave Phone: 386-671-8610 email: cohenbrent@codb.us	20	2021
reform 345 Deepark Blvd Milton, FL	New 18,000 sq ft manufacturing warehouse	3,479,211	Roy Williams Architect, Inc. 25465 US 1., Suite 84 St. Augustine, FL 32086 Phone: (904) 422-8986 email: Rwarchitecturegroup@gmail.com	Roy Hinam 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2021

St. John's Plaza 4972-4996 NW Palm Coast Parkway Palm Coast, FL 32137	Store Front Renovations	617,924	Joseph Pozzuoli Architect 314 Moody Blvd Flagler Beach, FL 32136 Phone:386-439-5650 Email: jpa@jpaflorida.com	Dr. Randy Baja St. Joe's Business Center 4 Old Hickory Drive Brooksville, NY 11545 rbaja@optionline.net	20	2021
Grand Haven Community Development 2 North Village Parkway Palm Coast, FL 32137	Corrido Ceilings Replacement	268,898	Brane Heck Architects, Inc Mike Richmond 606 N.E. First Street Gainesville, FL 32601 Phone: 352-372-0425 Email: m.richmond@braneheck.com Email: jpa@jpaflorida.com	Grand Haven Community Development Barry Kloptosky 2 North Village Drive Palm Coast, FL 32137 Phone: 386-447-1888 Email: bkloptosky@ghcdd.com	20	2021
2 North Village Parkway- Palm Coast, FL Grand Haven Community Development	Exterior Renovation	518,432	Brane Heck Architects, Inc Mike Richmond 606 N.E. First Street Gainesville, FL 32601 Phone: 352-372-0425 Email: m.richmond@braneheck.com Email: jpa@jpaflorida.com	Grand Haven Community Development Barry Kloptosky 2 North Village Drive Palm Coast, FL 32137 Phone: 386-447-1888 Email: bkloptosky@ghcdd.com	20	2020
Island Doctors-Naples FL Humana / Island Doctors	Build Out new Medical Office	679,256	Joseph Pozzuoli Architect 314 Moody Blvd Flagler Beach, FL 32136 Phone:386-439-5650 Email: jpa@jpaflorida.com	Island Doctors Medical Gourp/Humana 2450 Vanderbilt Beach Rd Ste 200 & 200A Naples, FL 34109 Phone: 813-390-2658 Email: JCheatam4@humana.com	20	2020
City of Daytona Beach Peninsula Club Window Placement	Replacement of Windows Historical Building	432,518	The City of Daytona Beach Public Works Department Brent Cohen - Architect 950 Bellevue Ave Daytona Beach, FL 32114 Phone: 386-671-6810 Email: cohenbrent@codb.us	City of Daytona Beach 950 Bellevue Ave. # 600 Daytona Beach, FL 32114 Brent Cohen CohenBrent@codb.us	20	2020
Mr. & Mrs. Kirk Shea New Residence 2 Wildwood Lane	3 Bedroom 2 Bath Home	264,275	Beachside Design Group Dale Schmlz 310 South Oceanshore Blvd Flagler Beach, FL Phone: 386-439-5700 Email: beachsideflagler@gmail.com	Mr. & Mrs. Kirk Shea 2 Wildwood Lane Palm Coast, FL 32137 Phone: 785-230-9184 Email: shea4X4@gmail.com Email: katashea1@gmail.com	20	2020
Island Doctors - Edgewater, FL	Build out - New Medical Office	449,889	BPF Design, Inc. 207 Fairview Ave Daytona Beach, FL 3214 Phone: 386-257-0572 Email: bpfdesign@cfl.rr.com	Island Doctors Medical Group Dr. Roy Hinman 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com		
Embry Riddle Aeronautical University	Door Replacement Chanute Complex	93,971	N/A	Embry Riddle Aeronautical University Accounts Payable Department 1 Aerospace Boulevard Daytona Beach, FL 32114 Phone: 386-226-6252 Email: accounts.payable@erau.edu	100	2020
Island Doctors-Cape Coral Humana / Island Doctors	Tenant Improvments	690,715	JPA Architecture Joseph Pozznoli	Island Doctors Medical Gourp/Humana Dr. Roy Hinman	20	2020

18700 Veterans Blvd. - Port Charlotte, FL Humana / Island Doctors	Tenant Improvements	591,910	314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2019
City of Daytona Beach Municipal Stadium Glass Replacement	Pressbox Glass Improvements	348,230	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Island Doctors Medical Group/Humana David Culver, CEO 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2019
County of Volusia Alterations to Fire Station 36	Interior & Exterior Improvements	813,182	GRAEF - USA Scott D. Hinrichs, P.E. 2300 Maitland Center Parkway Suite 210 Maitland, FL 32751-7411 Phone: 1-407-659-6500 Email: scott.hinrichs@www.graef-usa.com	City of Daytona Beach Joe Piper, Technical Services, PM Public Work, Daytona Beach Cell 772-708-8814 Phone: 386-671-8608 Email: Piper.Joe@CODB.US	20	2019
County of Volusia Thomas C. Kelly Restroom Remodel	3rd Floor Restroom renovations	117,293	Hall & Ogle Architects, Inc. David Ogle, Architect 208 Magnolia Ave. Daytona Beach, FL 32114 Phone: 386-255-6163 Email: dogle@hoarchitects.com	County of Volusia Gary Morton, Project Manager 123 W. Indiana Ave Deland, FL 32720-4262 Phone: (386) 736-5967 X13289 Email: GMorton@volusia.org	20	2019
Island Doctors Daytona City Florida	Tenant Improvements	245,290	Hall & Ogle Architects, Inc. David Ogle, Architect 208 Magnolia Ave. Daytona Beach, FL 32114 Phone: 386-255-6163 Email: dogle@hoarchitects.com	County of Volusia José R. Alvarez Rolón, PM 123 W. Indiana Ave Deland, FL 32720-4262 Phone: (386)248-1760 Email: JAlvarez@volusia.org	20	2019
City of Flagler Beach Maintenance Building Flagler Beach, FL	Addition to Maintenance Building	120,000	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL 32080 Phone: (904)866-9863 Email: dculver1234@aol.com	20	2018
Phoenix East Aviation 201 Airport Road Bunnell, Florida	Interior/Exterior Renovations	564,491	Mead and Hunt Architects Bernadette Fox 4401 Eastport Parkway Port Orange, FL 32127 386-414-5051 Email: bernadette.fox@meadhunt.com	City of Flagler Beach Fred Griffith 105 South Second Street Flagler Beach, FL 32137 Phone: (386) 517-2000 griffith@cityofflaglerbeach.com	20	2018
Humana Medical 1011 Merrill Jacksonville, FL	Interior Renovations	213,191	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Phoenix East Aviation John Bingham 201 Air Port Road Bunnell, FL Phone: 386-258-0706 Johnb@pea.com	20	2018
Humana Medical 1965 San Jose Blvd Jacksonville, FL	Interior Renovations	283,312	JPA Architecture Joseph Pozznoli 314 Moody Boulevard	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL 32080 Phone: (904)866-9863 Email: dculver1234@aol.com	20	2018

			Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	St. Augustine, FL. 32080 Phone: (904)866-9863 Email: dculver1234@aol.com		
Hammock Community Church Addition Palm Coast, Florida	Addition to Hammock Community Church	338,405	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Hammock Community Church 5299 South Ocean Shore Bvd Palm Coast, FL 32163 Phone: 386-445-6467 Email: hammockchurch@gmail.com	22	2018
Humana Medical 2 Mc Cormick Drive Palm Coast, FL	Interior Renovations	275,499	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL. 32080 Phone: (904)866-9863 Email: dculver1234@aol.com	20	2017
Humana Medical Pensacola, FL	Tenant Improvments	504,469	BPF Incorporated 207 Fairview Avenue Daytona Beach, FL 32114 Phone: 386-257-0502 Email: bpfdesign@cfl.rr.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL. 32080 Phone: (904)866-9863	18	2017
Gallo New Home 46 Hernandez Ave	New Home	517,543	BPF Incorporated 207 Fairview Avenue Daytona Beach, FL 32114 Phone: 386-257-0502 Email: bpfdesign@cfl.rr.com	Mr. & Mrs. Carl Gallo 46 Hernandez Ave. Palm Coast, FL 32137 Phone: 305-389-4780 Email: carlskathi@yahoo.com	22	2016
1737 Clyde Morris Drive Island Doctors	Tenant Improvments	117,599	BPF Incorporated 207 Fairview Avenue Daytona Beach, FL 32114 Phone: 386-257-0502 Email: bpfdesign@cfl.rr.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL. 32080 Phone: (904)866-9863	20	2016
21 Hospital Drive Island Doctors	Tenant Improvments	260,257	BPF Incorporated 207 Fairview Avenue Daytona Beach, FL 32114 Phone: 386-257-0502 Email: bpfdesign@cfl.rr.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL. 32080 Phone: (904)866-9863	20	2015



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: **Paul K. Culver**

Title/Role: **President, Project Executive**

Duties Include:

- Responsible for project management and all aspects of project administration.
- Oversees project coordinators, project administrators, purchasing and accounting.
- Negotiates subcontracts and purchase orders for projects.
- Oversees all elements of company operations.

Significant Projects List:

Company:

Paul Culver Construction, Inc

Education:

Father Lopez High School

Daytona State College

Construction Estimating

Construction Scheduling

Legal Aspect in Construction

Construction Cost Analysis

Financial Control

Active Licenses/Accreditations:

State of Florida Certified

General Contractor, #

CGC0159149

Firm's Project Experience

- GC/CM Island Doctors, Florida, Mississippi, Alabama
- GC/CM Preform, LLC 18,000 sq. ft. manufacturing warehouse \$3,400,000.00
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project \$1,085,648.00
- Grand Haven Village \$784,864.00
- Phoenix East Aviation Flight School \$700,000.00
- Volusia County (Thomas Kelly Restroom Remodel) \$117,290.00
- Volusia County (Alteration to Fire Station 96) Osteen, FL \$813,182.00
- Hammock Community Church Alterations, Palm Coast, FL \$338,405.00

Years of Experience:

36 Years of Construction

15 Years with firm

Individuals' Project Experience

Previous Employer(s):

Hall Construction Co., Inc.

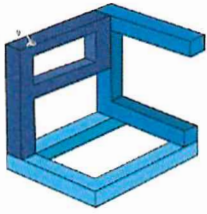
1984 – 2001

Laborer, Carpenter

Superintendent

Project Manager – Estimator.

- City of Port Orange City Hall
- Barnett Bank of America – Port Orange
- Barnett Bank of America – Palm Coast
- Edgewater Elementary School Addition \$1,997,332.00
- Inlet Harbor Restaurant
- White Chapel Church of God
- LPGA Cart Bank
- LPGA Club House
- Comfort Inn – Gainesville, FL
- Central Baptist Church
- South Daytona Pigott Center



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees

Name: Kevin B. Flynn,

Title/Role: Project Manager – Chief Estimator

Duties Include:

- Responsible for project management for all phases of construction
- Prepares and maintains project schedules including CPM schedules.
- Provides input and reviews project schedule for feasibility, sequence, and possible improvement.
- Dictates project pace and ensures progress is maintained throughout the course of construction.
- Conducts site safety training.
- Conducts safety meetings and follow-up.
- Oversees and implements quality control program for all on-site and as-source requirements.
- Coordinates internal resources and vendors for the flawless execution of projects.
- Ensures that all projects are delivered on-time, within scope and within budget.
- Develops detailed project plans to monitor and track progress

Company:

Paul Culver Construction, Inc.
2017-2022

Education:

Memphis State University
1982-1987
Construction Management

Significant Projects List:

Firm's Project Experience

Previous Employer(s):

Kevin Flynn Construction
Owner – PM
2013-2017

Belz Construction Company
Tenant Coordinator - PM
1980 - 2012

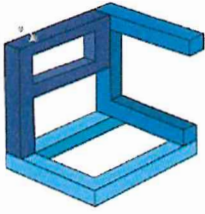
Years of Experience: 37

5 Years with Paul Culver
Construction

- GC/CM Island Doctors, Florida, Mississippi, Alabama
- Embry Riddle Aero University, Drone Lab, Landscaping Project, Door Replacement, Painting of Existing Building \$632,000.00
- Halifax Health Ormond Pharmacy Renovation \$666,392.00
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project \$1,085,648.00
- Phoenix East Aviation Flight School \$700,000.00
- Alteration to Fire Station 36 (Volusia County) \$813,182.00
- Cape Coral Island Doctors \$690,715.00
- Port Charlotte Island Doctors \$591,910.00
- Naples Island Doctors Humana \$679,256.00
- Edwin Peck Park, \$1,400,000
- Dahlia Avenue Park - \$1,300,000

Individuals' Project Experience

- Biscayne Commons Mall – Exterior Renovation \$1,800,000.00
- Flywheel Sports, North Miami Beach \$800,000.00
- Freddy's Frozen Custard & Steakburgers \$1,200,000



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: Rose (Arlene) Pacholsky

Title/Role: Office Manager – Human Resource / Accounting

Duties Include:

- Enhances the organization's human resources by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices.
- Maintains the work structure by updating job requirements and job descriptions for all positions.
- Supports organization staff by establishing a recruiting, testing, and interviewing program; counseling managers on candidate selection; conduction and analyzing exit interviews; and recommending changes.

Company:

Paul Culver Construction, Inc.

2019-Present

Skills:

Made 2 Management

Peach Tree

Quick Books

Microsoft Office

Years of Experience:

46 Years

Previous Employer(s):

Advanced Manufacturing &
Power Systems 2017-2019

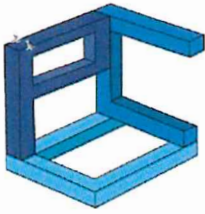
FloMet LLC DeLand 2012-
2017

Market Leverage Interactive
Advertising 2008-2011

- Prepares employees for assignments by establishing and conduction orientation and training programs.
- Manages a pay plan by conduction periodic pay surveys scheduling and condition job evaluations preparing pay budgets; monitoring and scheduling individual pay actions; and recommending, planning, and implementing pay structure revisions.

Accounting:

- Managing the full cycle of accounting activities for the company
- Processing the accounts payable.
- Collating and entering vendor expenses
- Preparing bank statements
- Invoicing clients and customers
- Processing accounts receivable
- Maintain the accuracy of the general ledger
- Processing employee timesheets
- Managing the payroll systems.
- Working with accounting firm to prepare monthly Financial Statements

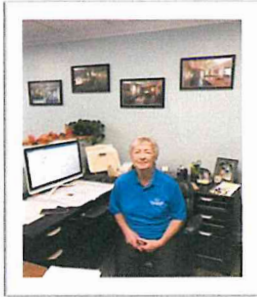


PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: Reta B. Moore

Title/Role: Project Manager Assistant

Duties Include:

Firm's Project Experience

- Liaising with project stakeholders concerning project details and deliverables.
- Assisting in the planning and implementation of projects
- Helping to coordinate and manage project tasks and deliverables.
- Analyzing data as required.
- Conducting administrative duties, such as setting up meetings, drafting invoices and drawing estimates
- Tracking and reporting project progress.
- Performing other duties assigned by the Project
- Manager in an orderly and efficient manner.

Significant Projects List:

- GM/CC Island Doctors, Florida, Mississippi, Alabama
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project \$1,085,648.00
- Grand Haven Village \$784,864.00
- Embry Riddle Aero University, Drone Lab, Landscaping Project, Door Replacement, Painting of Existing Building \$632,000.00
- Halifax Health Ormond Pharmacy Renovation \$666,392.00
- Alteration to Fire Station 36 (Volusia County) \$813,182.00

Individuals' Project Experience

- Port Orange Elementary Additions & Renovations \$2,276,549.00
- Seabreeze High School Phase III Concrete work \$275,696.00
- Additions and Renovations to South Daytona Elementary School \$1,341,915.00

Company:

Paul Culver Construction, Inc.

2018 - Present

Education:

Mainland High School

Daytona State College
Microsoft Office

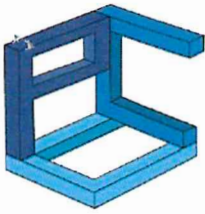
Timberline Software Key
Leader

Notary

Years of Experience: 50
Plus Years of Construction
Experience

Previous Employer(s): Hall
Construction Co., Inc 1977
– 2017

Involved in all aspects of every
project and day to day
operations.



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: Tom Jackomis

Title/Role: Project Superintendent

Duties Include:

- Responsible for project supervision including structures, roads, utilities, and renovations.
- Responsible for all Field Administration, scheduling, and material procurement.
- Field responsibility for safety compliance, quality control and submittal review.
- On-site recordkeeping, RFI's, Red-Lined Drawings, Scheduling and Coordination with Subcontractors

Significate Projects List:

- Hammock Community Church \$335,379.00
- Deerpark Industrial Manufacturing Warehouse \$3,126,319.00
- Palm Harbor Golf Course \$228,070.00
- Hammock Dunes Community Church \$335,379.00
- Island Doctor Projects \$500,000.00
- Grand Haven Community Development \$518,432.00

Company:

Paul Culver Construction,
Inc.
2019 - Present

Education:

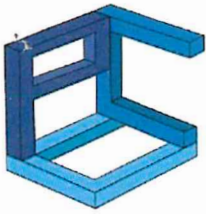
Purdue University
Associate Degree,
Construction
Engineering Technology

Previous Employer(s):

Complete Property
Management 2015-2017

Kenco Construction
2015-2015

Surface Crafters
2011-2015



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: **David Strom**

Duties Include:

- Responsible for project supervision including structures, roads, utilities, and renovations.
- Responsible for all Field Administration, scheduling, and material procurement.
- Field responsibility for safety compliance, quality control, and submittal review.
- On-site recordkeeping, RFI's, Red-Lined Drawings, Scheduling and Coordination with Subcontractors

David Strom, recently became an employee of Paul Culver Construction, Inc. Mr. Strom and Paul Culver worked as a team for approximately 7 years, while at Hall Construction. They completed many commercial projects as a team.

Company:

Paul Culver Construction, Inc.
2021 - Present

Education:

Aledo High School 1984
High School Diploma

Previous Employer(s):

Hall Construction, Inc.
1989 – 01/2021

Interest and Activities

Create scale models replicas of construction equipment. Purchase and rebuild Farmall Tractors. Participate in collector events around the USA

The Museum of Arts and Sciences

Stewart Marchman projects including the Vince Carter Sanctuary.

Volusia County School Board Project.

Volusia County Fire Stations

City of Ormond Beach

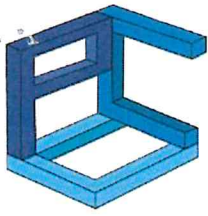
Significant Projects List:

Boylston Beach Approach – Volusia
Beacon Center

Individual Project List

2019-2020 First Baptist Church of Daytona Beach
Phase 1 - 10,154 SF Ground Up. Phase 2 – 20,720 SF
Ground Up. Total Project Cost: \$8,217,573.00

2019-2020 SMA Pine Grove Alterations 6,850 SF
Total Project Cost: \$536,899.00



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: **Michael Silba, Superintendent**

Duties Include:

- Responsible for project supervision including structures, roads, utilities, and renovations.
- Responsible for all Field Administration, scheduling, and material procurement.
- Field responsibility for safety compliance, quality control, and submittal review.
- On-site recordkeeping, RFI's, Red-Lined Drawings, Scheduling and Coordination with Subcontractors

Company:

Paul Culver Construction, Inc.
2015 - Present

Education:

Lindenhurst High School
High School Diploma 1983

LA Wilson Technical College
1992-1993

Carpentry & Construction
Techniques Certificate 92 - 93

Previous Employer(s):

06/2013 – 02/2015
MJS Contracting Group, LLC

10/2021 – 01/2013
Baylor Plastering and Drywall

03/1997 – 08/2001
Carpentry Innovations

Certifications:

Aerial Lift Operation & Safety
Power Actuated Tools
American Red Cross (basic first aid).
Forklift / Lull Operator

Significant Projects List:

Embry Riddle Aero University Drone Lab
08-21 Completed 10-21. Accelerated Schedule to comply with owner's time frame. Completed Interior Replacement in existing office suite, fast paced project. \$402,538.00

Halifax Health Ormond Beach Pharmacy
12/2021 – 09/2021 Complete Interior Renovations, including Mechanical and specialized Equipment. \$666,392.15

Grand Haven Community Center Ceiling Replacement 07/2020 – 02/2021

Mr. Silva has worked on many other projects for Paul Culver Construction as he is highly qualified as a trim / finish carpenter.





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

Detail by Entity Name

Florida Profit Corporation

PAUL CULVER CONSTRUCTION, INC.

Filing Information

Document Number	P05000025877
FEI/EIN Number	20-2380437
Date Filed	02/18/2005
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2014

Principal Address

1301 Beville Road #6
Daytona Beach, FL 32119

Changed: 01/23/2018

Mailing Address

1301 Beville Road #6
Daytona Beach, FL 32119

Changed: 01/23/2018

Registered Agent Name & Address

CULVER, PAUL K
1301 Beville Road #6
Daytona Beach, FL 32119

Address Changed: 01/23/2018

Officer/Director Detail

Name & Address

Title President

CULVER, PAUL K
1301 Beville Road #6
Daytona Beach, FL 32119

Annual Reports



THE CITY OF DAYTONA BEACH

LOCAL BUSINESS TAX RECEIPT # BT-62072

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: PAUL CULVER CONSTRUCTION INC
LOCATION: 1301 BEVILLE RD 6
BUSINESS TYPE: GENERAL CONTRACTOR
LICENSE NOTES: STATE LIC# CGC059149

BT-62072	BUS. LIC. NO.
62072	ACCOUNT NO.
09/30/2021	VALID FROM
09/30/2022	VALID TO
08/16/2021	DATE PAID
100.00	ANNUAL FEES

<u>Fee Code</u>	<u>Description</u>
03550	GENERAL CONTRACTOR

MAIL TO:

PAUL CULVER CONSTRUCTION INC
1301 BEVILLE RD #6
DAYTONA BEACH FL 32119

2022

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS
TAX RECEIPT



THE CITY OF DAYTONA BEACH

Bus Lic No # BT-62072

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

PAUL CULVER CONSTRUCTION INC
1301 BEVILLE RD 6

PAID RECEIPT

<u>Fee Code</u>	<u>Description</u>	<u>Reference</u>	<u>Amt Paid</u>	<u>Date Paid</u>	<u>Pay Method</u>	<u>Check # / Ref</u>
SIGN	SIGNS	2022	15.00	08/16/21	CREDIT	581675359
0355	CONTRACTOR FEES	2022	100.00	08/16/21	CREDIT	581675359

Fees Paid: \$115.00



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

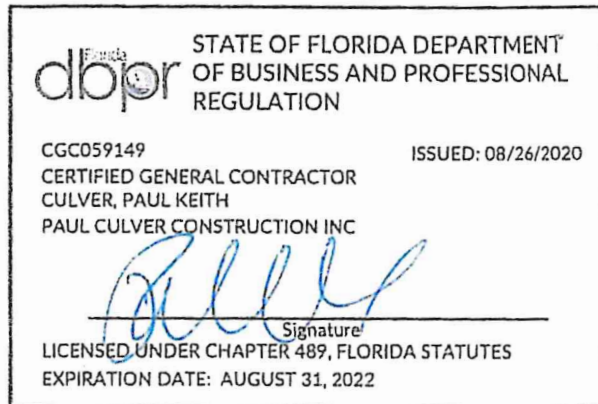
CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



Ron DeSantis, Governor

Halsey Beshears, Secretary

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

LICENSE NUMBER: CGC059149

EXPIRATION DATE: AUGUST 31, 2022

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

CULVER, PAUL KEITH
PAUL CULVER CONSTRUCTION INC
1301 BEVILLE ROAD #6
DAYTONA BEACH FL 32119



ISSUED: 08/26/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

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 #: 200503160024

Expires: September 30, 2022

Business Location: 1301 BEVILLE RD STE 6

Business Name: PAUL CULVER CONSTRUCTION INC

Owner Name: PAUL CULVER

Mailing Address 1301 BEVILLE RD STE 6
DAYTONA BEACH, FL 32119

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC059149	301C	11	\$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: 07/01/2021
RECEIPT #: 436148
TOTAL TAX: \$36.00
PENALTY: \$0.00
TOTAL PAID: \$36.00

Business Name: PAUL CULVER CONSTRUCTION INC
Owner Name: PAUL CULVER
Mailing Address 1301 BEVILLE RD STE 6
DAYTONA BEACH, FL 32119



Account #: 200503160024

Expires: September 30, 2022

Business Location: 1301 BEVILLE RD STE 6

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

	Miscellaneous Handtools			
Quantity		Quantity		
	Skil Belt Sander			
1	Generator Frontier 8500 M Watts	1	Bulldog	
1	Wheel Barrow	1	Hitachi Coiled Nailer	
1	Job Box	1	4' Walking Board	
1	8' Step ladder (orange)			
1	6' Step Ladder (green)			
1	4' Ladder			
1	4' Walking Board	1	Makita Grinder	
3	Rolls Ram Board	1	Dewalt Side Grinder (New)	
1	Stihl Demo Saw Gas	1	Ramset	
1	Ryobi Skil Saw	1	Bulldog - Boskh Rotary Hammer	
2	Strings of Temp Lights	1	Porter Cable Oscillating Tool (zing zing)	
9	Rolls Paper tape - Joint Tape	1	Skil Belt Sander	
1	Water Cooler - 5 gallon	1	Hitachi Air Finish Nailer 15 ga	
1	Sledge hammer	1	Ridgid Pin Nailer (brad nailer)	
2	Round Pointed Shovels	1	Ridgid - Shop Vaccum	
1	Post Hole Digger	1	Ryobi Finish Nailer Cordless 18 V Home Depot	
35	36" Grade Stakes	1	Broom	
1	Hand Rake			
2	Zip Wall Poles			
1	Broom	1	Bosch Hammer Drill	
1	Box Rebar Caps	1	Small Yellow Compresor Dewalt	
1	Tarp	1	Rigid Vacume	
1	Hitachi Goi/ Nailer	1	Water Pump Harbor Freight	
1	Coping Saw	4	4 new fall protection	
1	Dewalt 10" Miter Saw	1	gas can	
1	Come Along	1	Sledge Hammer Kobalt	
1	Set Kobalt Saw Horse	1	Push Broom	
1	2- Wheel Cart	1	large shovel	
1	Furniture Dolley	1	concrete boots	
1	Push Broom	1	hand truck	
		1	wheel barrow jackson	
	Office Equipment	1	4' level	
	Computors			
	Laptops	2	Trailers - trash	
	Printers	2	Trailers - Office	
	Desk			
	File Systems			
	Phone Systems			
	Vacume Cleaners			

EXHIBIT “D”

Application for Payment

Consisting of 1 Page

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO: 001	Distribution to:
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	OWNER: ☐
		CONTRACT FOR:	ARCHITECT: ☐
		CONTRACT DATE:	CONTRACTOR: ☐
		PROJECT NOS: / /	FIELD: ☐
			OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$0.00
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$0.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$0.00
 - b. 0 % of Stored Material (Column F on G703) \$0.00

6. TOTAL EARNED LESS RETAINAGE \$0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$0.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
NET CHANGES by Change Order			\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ Date: _____
By: _____
State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____ Date: _____
By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT “E”

Waiver and Partial Releases, Final Waivers and Releases of Liens, Contractor’s Affidavit of Outstanding Accounts, Contractor’s Final Payment Affidavit

Consisting of 5 Pages

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT
(FLORIDA)

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, and/or materials furnished through _____, 20____, to *[insert the name of your customer]* _____ on the job of *[insert the name of the Owner]* _____ to the following property:

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on _____, 20____.

Witnesses:

[Lienor]

Signature _____

By: _____

Print Name _____

Print Name: _____

Signature _____

Address: _____

Print Name _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

Notary Public, State of Florida

Type or Print Name:

My Commission Expires:

Commission Number:

19/5220/610

WAIVER AND PARTIAL RELEASE OF LIEN
UPON PROGRESS PAYMENT
(FLORIDA)

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, and/or materials furnished through _____, 20____, to *[insert the name of your customer]* _____ on the job of *[insert the name of the Owner]* _____ to the following property:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on _____, 20____.

Witnesses:

[Lienor]

Signature

By: _____

Print Name

Print Name: _____

Signature

Address: _____

Print Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

Notary Public, State of Florida

Type or Print Name:

My Commission Expires:

Commission Number:

19/5220/611

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT
(FLORIDA)

The undersigned lienor, in consideration of the final payment in the amount of \$ _____ hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, or materials furnished to _____ (customer) on the job of _____ (owner) to the following described property:

(description of property)

DATED on _____, 20____.

Witnesses:

[Lienor]

Signature _____

By: _____

Print Name: _____

Print Name _____

Address: _____

Signature _____

Print Name _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

Notary Public, State of Florida

Type or Print Name:

My Commission Expires:

Commission Number:

PROJECT: _____

CONTRACTOR'S AFFIDAVIT OF OUTSTANDING ACCOUNTS

To the best of my knowledge and belief, we hereby certify that all estimates of work shown on the application for payment Number ____ dated _____ are true and correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Agreement with Owner and all authorized changes thereto, that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the Payment Due This Estimate has been received.

	(Must match Pay Requisition)	(Owner Use Only)
ORIGINAL CONTRACT AMOUNT:	\$ _____	\$ _____
APPROVED CHANGE ORDERS:	\$ _____	\$ _____
ADJUSTED CONTRACT AMOUNT:	\$ _____	\$ _____

WORK COMPLETED TO DATE:	\$ _____	\$ _____
(on contract)		
Net Change (add/deduct)	\$ _____	\$ _____
Total Work Completed to Date	\$ _____	\$ _____
Less Retainage	\$ _____	\$ _____
Total Owed to Date	\$ _____	\$ _____
Less Prior Billings	\$ _____	\$ _____
<u>PAYMENT DUE THIS ESTIMATE:</u>	\$ _____	\$ _____

AFFIDAVIT OF OUTSTANDING ACCOUNTS

We hereby certify that all outstanding claims for labor, insurance, unemployment benefits, taxes, union benefits, subcontract materials, expendable equipment, and any and all other obligations incurred in the performance of said agreement have been paid in full in accordance with the requirements of said agreement except such outstanding claims as are listed below, which statement contains all claims against Contractor which are not yet paid. (All amounts owed, even if under extended periods of credit, must be included in this statement.) We also certify that these due and payable accounts will be paid as shown below out of funds to be received from the Owner for this period and signed Releases of Lien will be presented to Owner for each of the below listed Suppliers/Subcontractors.

Subcontractor/ Supplier Name	Type of Material or Labor Furnished	Contract Price (if applicable)	Amount Previously Paid	Amount to be Paid by Contractor to Subcontractor/ Supplier out of this Payment	Balance Owed Subcontractor/ Supplier After this Payment

The undersigned Contractor, having heretofore entered into a Contract with Owner to perform work in connection with the above project, and having made Affidavit of Outstanding Accounts in connection with request for payment in order to induce Owner to make a payment at this time in the amount indicated above, agrees as follows:

- That said payment is in strict compliance with the terms and conditions of said contract.
- That said payment shall be received as a trust fund and applied by the undersigned for the discharge of his obligations for labor, subcontract work, materials, equipment, supplies, services, etc. in connection with this project.
- That said payment will not be deposited with any depository to whom the Contractor has given any evidence of an indebted which gives to the depository any legal rights to such funds or any part thereof.
- That the person executing this Certificate on behalf of the Contractor is an authorized officer of the Contractor, having knowledge of all the matters hereinabove set forth and is duly authorized to execute this Certificate and bind the Contractor.

Dated this _____ day of _____, 20____.

STATE OF _____
COUNTY OF _____

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

Notary Public
My Commission Expires: _____

(CONTRACTOR)

By: _____
(undersigned)

Title: _____

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT
(FLORIDA)

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared _____, who being duly sworn, deposes and says:

1. He is the _____ of _____ ("Contractor").

2. This Affidavit is made pursuant to Chapter 713, Florida Statutes, in connection with labor, services and materials supplied for improvement of the following described real property under the direct contract between _____ ("Owner") and Contractor:

3. All lienors under the direct contract have been paid in full for labor, services and/or materials, except as follows:

Lienor's Name and Address

Amount Due or to Become Due

Contractor

By: _____
Print Name:

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

Notary Public, State of Florida

Type or Print Name:

My Commission Expires:

Commission Number:

EXHIBIT “F”

Contract Completion Checklist

Consisting of 1 Page

Contract Completion Checklist

C.I.P.# / PROJECT DESCRIPTION:

CONTRACTOR:

Original Contract Sum

Change Orders

Final Contract Sum

	<u>Approved</u>	<u>Date</u>
1 Scope Summary	Contractor _____ Architect/Engineer _____ Owner _____	_____ _____ _____
2 Substantial Completion Certificate	Contractor _____ Architect/Engineer _____ Owner _____	_____ _____ _____
3 Punch List	Contractor _____ Architect/Engineer _____ Owner _____	_____ _____ _____
4 Certificate of Occupancy:	Contractor _____ Architect/Engineer _____ Owner _____	_____ _____ _____
5 Operation, Maintenance & Training Manuals:	Contractor _____	_____
a. 1 Complete set of all Operations & Maintenance Manuals	Architect/Engineer _____	_____
b. Copies of Maintenance Agreements	Owner _____	_____
6 Warranties / Guarantees	Contractor _____	_____
a. 2 Complete Sets of all Warranty / Guarantee Documents	Architect/Engineer _____	_____
	Owner _____	_____
7 Consent of Surety:	Contractor _____ Architect/Engineer _____ Owner _____	_____ _____ _____
8 Affidavits & Final Lien Waivers:	Contractor _____ Architect/Engineer _____ Owner _____	_____ _____ _____



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

April 12, 2022

ITB #22-08 Fire Station #74 Ceiling and HVAC Replacement

To All Bidders:

The following changes, clarifications and additions are hereby made part of the ITB for the above referenced project dated March 24, 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 bidder 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:

- Page 53 – Attachment 1 – Schedule of Unit Pricing is hereby replaced with REVISED ITB #22-08 Attachment 1 -Schedule of Unit Pricing. The REVISED ITB #22-08 Attachment 1 - Schedule of Unit Pricing can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx or DemandStar at www.demandstar.com.
- Page 48 – Form 7.9 – Listing of Subcontractors is hereby replaced with REVISED ITB #22-08 Form 7.9 – Listing of Subcontractors. REVISED ITB #22-08 Form 7.9 Listing of Subcontractors can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx or DemandStar at www.demandstar.com.
- ITB #22-08 ATTACHMENT C – SPECIFICATIONS is hereby added to ITB #22-08 and can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx and DemandStar at www.demandstar.com.

B. CLARIFICATIONS

The title of the ITB is hereby changed to: ITB #22-08 Fire Station #74 Ceiling and HVAC Replacement

C. QUESTIONS AND ANSWERS:

Question No. 1: What is the estimated amount of the job?

Answer: \$380,000.00

Jen Cox, Purchasing Agent

jcox@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #22-08 Fire Station #74 Ceiling and HVAC Replacement remains unchanged.

END OF ADDENDUM NO. #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 2

April 21, 2022

ITB #22-08 Fire Station #74 Ceiling and HVAC Replacement

To All Bidders:

The following changes, clarifications and additions are hereby made part of the ITB for the above referenced project dated March 24, 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:

NONE

B. CLARIFICATIONS:

ITB #22-08 ATTACHMENT D – Fire Station 74 Upgrades is hereby added to ITB #22-08 and can be downloaded from the Purchasing web page at www.port-orange.org/bids.aspx and DemandStar at www.demandstar.com.

C. QUESTIONS AND ANSWERS:

Question No. 1: None of the Drawings show a location for the electrical panels. In order to run new circuits this information is imperative.

Answer: We will extend the architectural base to show the location of the panels at the East end of the existing building.

Question No. 2: Is the Call Alarm Controller shown on Sheet E-100 existing? If not, who provides this item?

Answer: It should be provided and installed by the electrical contractor.

Question No. 3: Sheet E-100 appears to show using existing wiring and switching for the new LED fixtures. Can the engineer verify that this system does not need 0-10V Dimmers and Cabling to allow fixtures to dim?

Answer: The system does not require dimmers. Less than 50% of the light groups will be switched, complying with Florida Energy Code.

Question No. 4: Who is the existing Fire Sprinkler Contractor, or can we use someone else?

Answer: DynaFire is the contractor that inspects and repairs the fire sprinklers. The contractor can use any licensed/certified fire sprinkler company.

Question No. 5: Will Occupants be removed from space during remodel, or during application of the spray foam?

Answer: Yes, the occupants will be removed during the remodel.

Question No. 6: M-001 Gen. note #1 Professionally clean existing duct?

Answer: No.

Question No. 7: M-100 Gen note #1 Should contractors assume all ducts get replaced? Allowance?

Answer: No, only replace the ducts as indicated by the drawing.

Question No. 8: Is Contractor to demo Existing CU pads or Extend them?

Answer: Contractor shall extend existing CU pads as required.

Question No. 9: Is temp air required?

Answer: No.

Question No. 10: E-100 Flag note #1 Occupancy sensor by others? Who is others? Type/ Specs

Answer: The electrical contractor. Off the shelf such as LEVITON ODS0D, or approved equivalent. (Lutron MS-OPS2, Wattstopper DLM/LMDC-100).

Question No. 11: M-600 AHU Schedule Ref notes 1-10, only 1-9 provided?

Answer: There are only nine (9) notes for the AHU schedule.

Question No. 12: M-500, Drain Pan water seal detail, is there an Aux. drain pan Required?

Answer: No Aux. drain pan in required.

Question No. 13: During Job site walk it was noticed that the soffits have Existing lights in them? Please provide scope of work for them. Remove/Replace? Completely remove?

Answer: See question #14 below.

Question No. 14: The soffit that is being replaced around the building has lights in it along the front side. These lights are not shown on the E drawings. Are these lights to be reused? Replaced? Or deleted? If new lights are going to be utilized, please provide specifications.

Answer: Soffit lights to be replaced with new fixtures. Basis-of-design: Prescolite LB6LEDA10L35K-WH LED Trim.

Question No. 15: There are speakers in the ceiling that are not shown on the E drawings. Are those to be reused, replaced, or deleted? If new speakers are required, please provide specifications.

Answer: Reuse existing speakers in their general locations.

Question No. 16: Will the new drop ceiling be at the same height as the existing hard ceiling? There are junction boxes and exit lights throughout the building that will need to be relocated if the ceiling is any lower than what it is now.

Answer: New suspended acoustical panel ceiling shall be mounted at the same height as the existing GWB ceiling.

Jen Cox, Purchasing Agent
jcox@port-orange.org

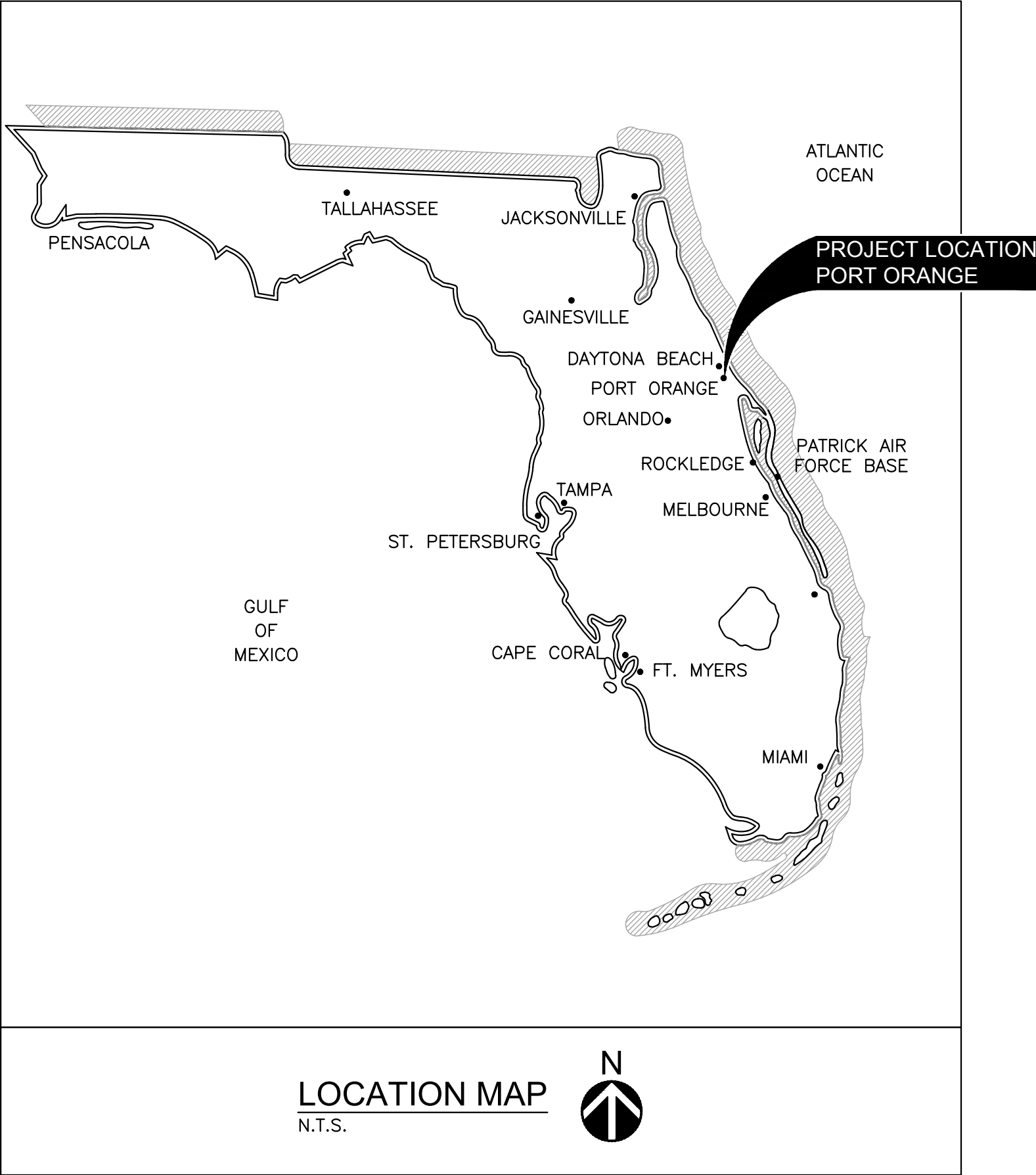
In all other respects, except as specifically stated herein, the subject ITB #22-08 Fire Station #74 Ceiling and HVAC Replacement remains unchanged.

END OF ADDENDUM NO. #2

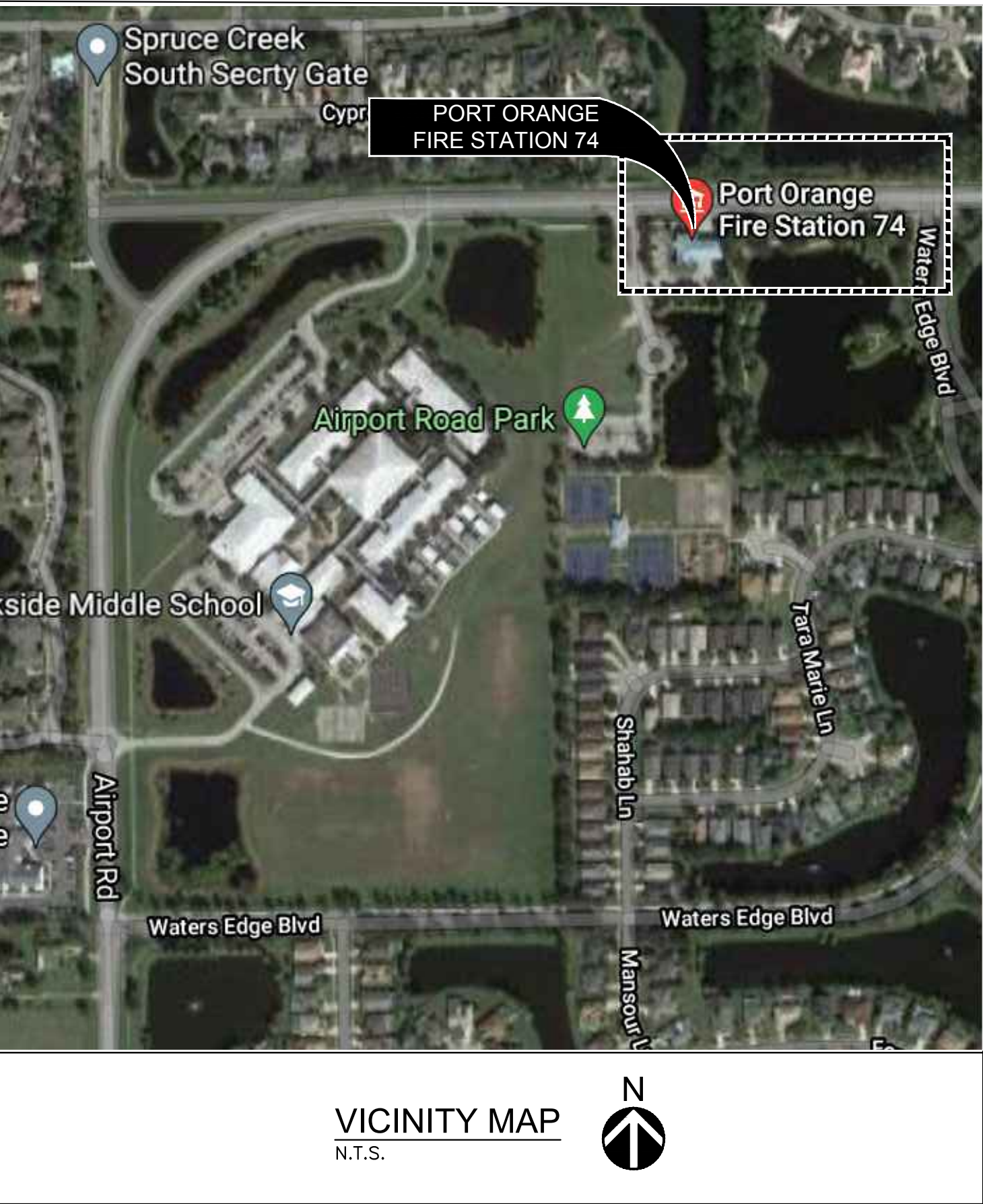
X:\Projects\2021\21-020 [6012]\1 - Design\1 - Drawings\PORT ORANGE FIRE STATION #74 UPGRADES\Sheets\G-001.dwg 10/27/2021 8:53:29 AM

PORT ORANGE FIRE STATION 74 UPGRADES

AT
FIRE STATION 74
6701 AIRPORT RD
PORT ORANGE, FL
100% FOR REVIEW
10/27/2021



DRAWING INDEX			
REV	INDEX	DRAWING	DESCRIPTION
-	1	G-001	COVER SHEET AND INDEX
-	2	A1.0	DEMO AND NEW CEILING PLANS
-	3	A2.0	CROSS SECTION
-	4	M-001	MECHANICAL ABBREVIATIONS, LEGENDS AND NOTES
-	5	MD-100	HVAC PLAN - DEMO
-	6	M-100	HVAC PLAN - NEW
-	7	M-500	DETAILS
-	8	M-600	SCHEDULES
-	9	M-700	CONTROLS
-	10	E-001	ELECTRICAL ABBREVIATIONS, LEGENDS AND NOTES
-	11	ED100	LIGHTING PLAN - DEMO
-	12	ED200	POWER PLAN - DEMO
-	13	E-100	LIGHTING PLAN - NEW
-	14	E-200	POWER PLAN - NEW
-	15	E-600	PANELBOARD SCHEDULES

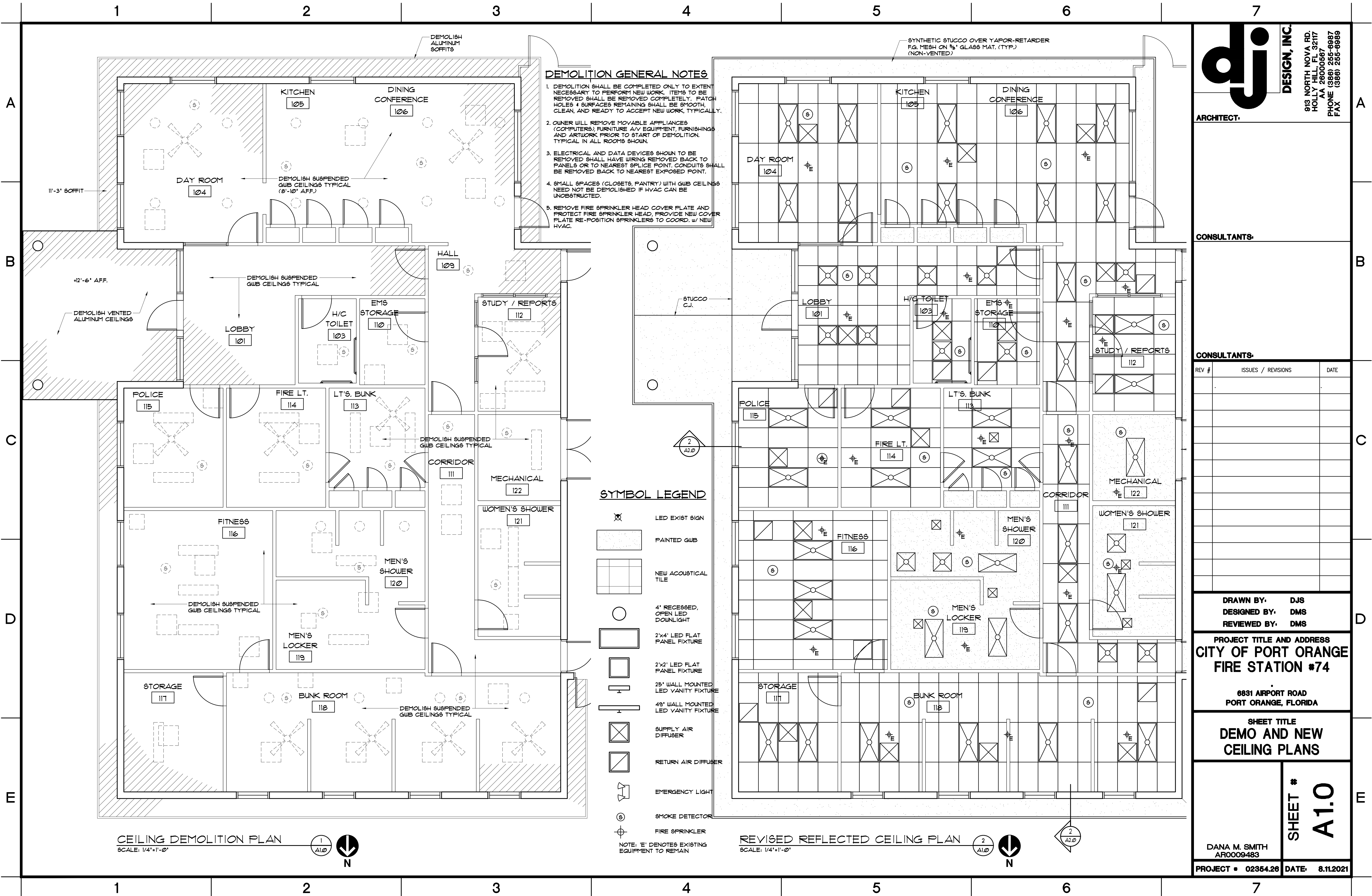


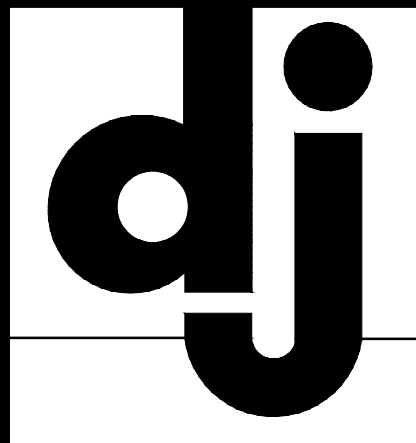
REV	DESCRIPTION	DATE

PORT ORANGE, FL	COVER SHEET AND INDEX
6701 AIRPORT RD	FIRE STATION 74 UPGRADES

100% FOR REVIEW

PROJ.# 21-020
DATE 10/27/2021
DRAWN L. BECK
DESIGN LI
CHECK LI
FILE G-001.dwg





DESIGN, INC.

913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000587
PHONE (386) 255-6987
FAX (386) 255-6989

ARCHITECT.

CONSULTANTS.

CONSULTANTS.

REV #	ISSUES / REVISIONS	DATE

DRAWN BY: DJS
DESIGNED BY: DMS
REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
CITY OF PORT ORANGE
FIRE STATION #74

6831 AIRPORT ROAD
PORT ORANGE, FLORIDA

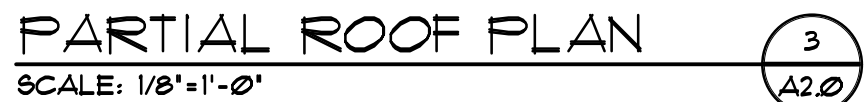
SHEET TITLE
DEMO AND NEW
CEILING PLANS

DANA M. SMITH
ARO009483

PROJECT # 02364.26

SHEET #
A1.0

DATE 8.11.2021

[illegible]

ABBREVIATIONS:

(SOME MAY NOT BE USED)

ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION
A	AIR	FD	FLOOR DRAIN/FIRE DAMPER	NC	NORMALLY CLOSED
AFF	ABOVE FINISHED FLOOR	FLEX	FLEXIBLE	NO	NORMALLY OPEN
AD	AIR DEVICE	FT	FEET	NO.	NUMBER
AP	ACCESS PANEL	FOS	FUEL OIL SUPPLY	NOM	NOMINAL
AVG	AVERAGE	FOR	FUEL OIL RETURN	NIC	NOT INCLUDED IN THIS CONTRACT
AAV	AUTOMATIC AIR VENT	FPM	FEET PER MINUTE	NTS	NOT TO SCALE
AMB	AMBIENT	FPS	FEET PER SECOND		
ASC	APPLICATION SPECIFIC CONTROLLER	FPI	FINS PER INCH	OC	ON CENTER
AHU	AIR HANDLING UNIT	F	FAHRENHEIT	OD	OUTSIDE DIAMETER
AS	AIR SEPARATOR	FCO	FLOOR CLEANOUT	OZ	OUNCE
		F0B	FLAT ON BOTTOM		
BLDG	BUILDING	FOT	FLAT ON TOP	P.O.C.	POINT OF CONNECTION (NEW PIPING)
BOT	BOTTOM	FOD	FLAT OVAL DUCT	PRD	PRESSURE RELIEF DAMPER
BAL	BALANCING	FLG	FLANGE	PRV	PRESSURE RELIEF VALVE
BOD	BOTTOM OF DUCT	FOF	FACE OF FLANGE	P	PUMP
B	BOILER			PRESS	PRESSURE
BD	BACKDRAFT DAMPER	GA	GAUGE	PNEU	PNEUMATIC
BFP	BACKFLOW PREVENTER	GPM	GALLONS PER MINUTE	PVC	POLYVINYL-CHORIDE PIPE
BTU	BRITISH THERMAL UNIT	GPH	GALLONS PER HOUR	PSI	POUNDS PER SQUARE INCH
BC	BOLT CIRCLE	GV	GATE VALVE	Ph	PHASE
BOP	BOTTOM OF PIPE	G	GAS	PW	POTABLE WATER
BCS	BLACK CARBON STEEL	GRD	GRADE		
		GAL	GALLON		
CHWS	CHILLED WATER SUPPLY	GTH	GRAND TOTAL HEAT	QTY	QUANTITY
CHWR	CHILLED WATER RETURN	GSP	GALVANIZED STEEL PIPE		
CW	COLD WATER			RET	RETURN
CON	CONCENTRIC	HW	HOT WATER	RA	RETURN AIR
CONC	CONCRETE	HB	HOSE BIBB	RAT	RETURN AIR TEMPERATURE
COND	CONDENSATE	H	HEIGHT	REQD	REQUIRED
CD	CONDENSATE DRAIN	HD	HEAD	RPM	REVOLUTIONS PER MINUTE
CFM	CUBIC FEET PER MINUTE	HP	HORSEPOWER	RF	RADIO FREQUENCY
CO	CLEANOUT	Hz	HERTZ		
CONN	CONNECTION	HWS	HEATING HOT WATER SUPPLY	SA	SUPPLY AIR
CY	CYCLES	HWR	HEATING HOT WATER RETURN	SLV	SLEEVE
CU	COPPER	Hg	MERCURY	S/M	SHEET METAL
CV	CONTROL VALVE	HTR	HEATER	SHT	SHEET
CH	CHILLER	HX	HEAT EXCHANGER	SQ	SQUARE
CHW	CHILLED WATER			SP	STATIC PRESSURE
CT	COOLING TOWER	IN	INCHES	SUP	SUPPLY
CHP	CHILLED WATER PUMP	INT	INTERIOR	SPEC	SPECIFICATION
CWP	CONDENSER WATER PUMP	INIT	INITIAL	SF	SUPPLY FAN
		ISO	ISOMETRIC		
D	DEPTH	INS	INSIDE	TOT	TOTAL
DIA	DIAMETER	ID	INSIDE DIAMETER	TEMP	TEMPERATURE
DB	DRY BULB	INSUL	INSULATION	TSH	TOTAL SENSIBLE HEAT
dB	DECIBEL	INV	INVERT	TSP	TOTAL STATIC PRESSURE
DET	DETAIL			TYP	TYPICAL
DL	DOOR LOUVER	JT	JOINT	TRPV	TEMPERATURE/PRESSURE
DES	DESIGN	JUNC	JUNCTION		RELIEF VALVE
DIP	DUCTILE IRON PIPE			TERM	TERMINAL
DWH	DOMESTIC WATER HEATER	KW	KILOWATT	TCM	TEMPERATURE CONTROL
DEMO	DEMOLITION			TCP	TEMPERATURE CONTROL PANEL
DN	DOWN	LWT	LEAVING WATER TEMPERATURE		
		LAT	LEAVING AIR TEMPERATURE		
ELEC	ELECTRIC	LVG	LEAVING	UON	UNLESS OTHERWISE NOTED
EA	EACH	LBS	POUNDS		
EAT	ENTERING AIR TEMPERATURE	LAV	LAVATORY		
EXH	EXHAUST	LLD	LOW LEAKAGE DAMPER	VERT	VERTICAL
EQ	EQUAL	LCP	LOCAL CONTROL PANEL	VEL	VELOCITY
ECC	ECCENTRIC	L	LENGTH	V	VENTS
EER	ENERGY EFFICIENCY RATING	LOWCO	LOW VOLUME CUT OFF	VB	VALVE BOX
EMCS	ENERGY MANAGEMENT CONTROL SYSTEM			VAV	VARIABLE AIR VOLUME
		MATL	MATERIAL	VFD	VARIABLE FREQUENCY DRIVE
EWT	ENTERING WATER TEMPERATURE	MAX	MAXIMUM		
EDH	ELECTRIC DUCT HEATER	MIN	MINIMUM	WT	WEIGHT
EWC	ELECTRIC WATER COOLER	MTU	THOUSAND BTU'S	W	WIDTH
EWH	ELECTRIC WATER HEATER	MTD	MOUNTED	WTR	WATER
ELEV	ELEVATOR	MTG	MOUNTING	WB	WET BULB
EL	ELEVATION	M	MOTOR	WG	WATER GAUGE
ET	EXPANSION TANK	MAS	MASONRY	WH	WATER HEATER
ERV	ENERGY RECOVERY VENTILATORS	MVD	MANUAL VOLUME DAMPER		
		MRU	MOBILE REFRIGERATION UNIT		
FA	FRESH AIR	MRHL	MANUAL RESET HIGH LIMIT		
FCU	FAN COIL UNIT		CONTROL		
FIN	FINISH				
FL	FLOOR				

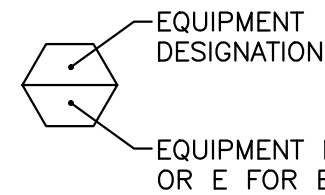
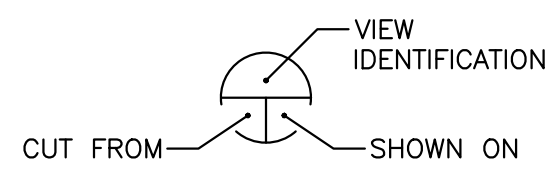
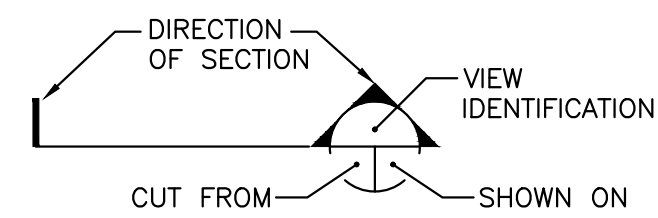
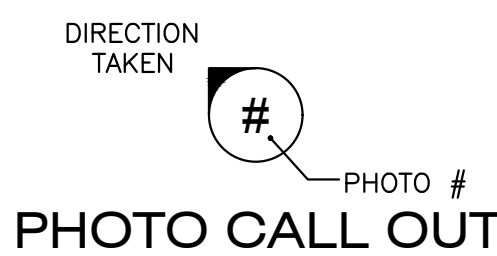
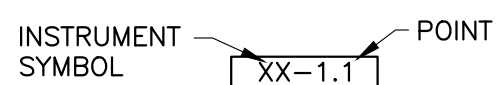
DUCT LEGEND:

(SOME MAY NOT BE USED)

SYMBOL	DESCRIPTION
	ACCESS PANEL
	SPIN IN BRANCH CONNECTION
	HIGH EFFICIENCY BRANCH CONNECTION TO CIRCULAR MAIN
	HIGH EFFICIENCY BRANCH CONNECTION TO RECTANGULAR MAIN
	FLEXIBLE DUCT CONNECTION
	TURNING VANES
	FIRE/SMOKE DAMPER
	FIRE DAMPER – CURTAIN TYPE (W/FUSIBLE LINK)
	BACKDRAFT DAMPER
	MOTOR OPERATED DAMPER
	MANUAL VOLUME CONTROL DAMPER
	DUCT SIZE NOTATION – WxH
	VERTICAL DUCT OFFSET – UP
	TOP OF DUCT (ELEVATION)
	BOTTOM OF DUCT (ELEVATION)
	VERTICAL DUCT OFFSET – DOWN
	LINED DUCT (INSIDE DIMENSION)
	SUPPLY AIR
	RETURN AIR
	TRANSFER AIR
	EXHAUST AIR
	AIR INTAKE
	AIR DISCHARGE
	DOOR LOUVER
	SMOKE DETECTOR
	UNDERCUT DOOR 1"
	UNIT HEATER
	DIFFUSER
	DIFFUSER, GRILLE, OR LOUVER TAG

INSTRUMENTATION LEGEND:

	– ELECTRIC ACTUATOR (VALVE OR DAMPER)		– PRESSURE SWITCH
	– TEMPERATURE INDICATOR		– FLOW SWITCH
	– THERMOSTAT		– ANALOG INPUT
	– HUMIDITY INDICATOR		– ANALOG OUTPUT
	– HUMIDITY TRANSMITTER		– DIGITAL INPUT
	– PRESSURE INDICATOR		– DIGITAL OUTPUT
	– PRESSURE TRANSMITTER		– DIFFERENTIAL PRESSURE TRANSMITTER
	– DIFFERENTIAL PRESSURE INDICATOR		– ENERGY MANAGEMENT CONTROL SYSTEM
	– CURRENT TRANSMITTER		– TEMPERATURE TRANSMITTER
	– HUMIDSTAT		– STARTER (START/STOP)
	– MOTOR		– VARIABLE FREQUENCY DRIVE
	– SMOKE DETECTOR		– APPLICATION SPECIFIC CONTROLLER
	– CONTROL WIRE *		– FLOW METER
	– POWER WIRE *		– INSTRUMENT SYMBOL [INSTRUMENT]–[POINT]
	– PRESSURE / THERMOMETER WELL, ONLY		



NOTE: REFER TO SCHEDULES FOR ADDITIONAL
INFORMATION REGARDING EQUIPMENT.

MECHANICAL LEGEND:

(SOME MAY NOT BE USED)

SYMBOL	DESCRIPTION
	PIPING DROP
	PIPE RISER
	PIPE SLEEVE
	CONCENTRIC REDUCER
	ECCENTRIC REDUCER
	LINE STRAINER
	STRAINER WITH HOUSE BIBB
	UNION
	GATE VALVE
	BALL VALVE
	GLOBE VALVE
	ANGLE VALVE
	BUTTERFLY VALVE
	CHECK VALVE
	DOUBLE CHECK BACKFLOW PREVENTER
	HOSE VALVE (UTILITY)
	PLUG VALVE
	TRIPLE DUTY VALVE
	CALIBRATED BALANCING VALVE
	THREE WAY CONTROL VALVE
	PRESSURE REDUCING VALVE
	PRESSURE/TEMPERATURE RELIEF VALVE
	MOTORIZED BUTTERFLY VALVE
	SOLENOID VALVE
	VALVE IN YARD BOX
	VALVE IN RISER
	FLOW METER
	CAP
	PLUGGED TEE
	FLEXIBLE CONNECTION
	AUTOMATIC AIR VENT
	PRESSURE GAUGE W/ COCK
	THERMOMETER
	THERMOMETER WELL
	FLOW
	PITCH DOWN SLOPE P IN DIRECTION OF ARROW
	POINT OF CONNECTION

GENERAL NOTES:

3. PROVIDE LABOR, MATERIALS, TOOLS, EQUIPMENT, AND DEVICES NECESSARY FOR A COMPLETE AND OPERATIONAL SYSTEM IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DRAWINGS. FULLY TEST, BALANCE, CLEAN AND LEAVE SYSTEMS IN A COMPLETE AND OPERATIONAL STATUS.
2. THESE DRAWINGS ARE DIAGRAMMATIC ONLY AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER SPECIFIC ELEMENTS THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF THE WORK. SUCH WORK SHALL BE FIELD VERIFIED AND CAREFULLY COORDINATED AT THE SITE BY THE CONTRACTOR.
3. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BE U.L. LISTED WHERE APPLICABLE. INSTALL IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS WITH ADEQUATE MAINTENANCE CLEARANCES AS SPECIFIED BY LOCAL CODES AND MANUFACTURER'S INSTALLATION INSTRUCTIONS.
4. PROVIDE WORK IN ACCORDANCE WITH THE ENTIRE FLORIDA BUILDING CODE, 7TH EDITION (2020), MECHANICAL, LATEST ADDENDUMS AND OTHER LOCAL CODES AND STANDARDS AS ENFORCED.
5. PROVIDE ALL SUPPLEMENTARY STEEL FOR SUPPORTS AND BRACING OF ALL PIPING AND DUCTWORK.
6. DO NOT ROUTE WATER PIPING OR DUCTWORK ABOVE ANY ELECTRICAL OR TELEPHONE PANELS.
7. PROVIDE PROTECTION FROM ELECTROLYTIC CORROSION FOR ALL CONNECTIONS AND POINTS OF CONTACT OF DISSIMILAR METALS USING DIELECTRIC ISOLATORS.
8. EXCEPT WHERE INDICATED IN DIMENSIONAL DETAIL, THE LOCATIONS OF MECHANICAL EQUIPMENT, DUCTS, PIPING, AND FITTINGS ARE ONLY APPROXIMATE. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR AND COORDINATED WITH OTHER TRADES.
9. TYPICAL DETAILS APPLY TO ALL SITUATIONS WHERE SIMILAR CONDITIONS EXIST AND ARE INTENDED TO BE USED AS NECESSARY FOR THE APPLICATION INTENDED UNLESS OTHERWISE INDICATED.
10. AT SUBSTANTIAL COMPLETION THE CONTRACTOR SHALL PROVIDE THE OWNER WITH FOUR (4) COPIES OF A HARD BOUND OPERATING & MAINTENANCE MANUAL (O & M) FOR ALL EQUIPMENT FURNISHED AND INSTALLED UNDER HIS WORK, OTHERWISE SYSTEMS INVOLVED WILL NOT BE ACKNOWLEDGED AS COMPLETE AND THEREFORE NOT ACCEPTED.
11. THE O & M MANUALS SHALL INCLUDE DETAILED CONTROL DRAWINGS FOR EACH SYSTEM. THEY SHALL INDICATE COMPONENTS USED AND THEIR RESPECTIVE LOCATIONS WITHIN THE BUILDINGS BEING SERVED. DRAWINGS SHALL LIST BUILDING AND ROOM NUMBERS. THE MANUFACTURER PARTS LIST AND SERIAL NUMBERS FOR ALL OPERATING EQUIPMENT SHALL ALSO BE INCLUDED.
12. TWO (2) COPIES OF AS-BUILT PRINTS SHALL BE PROVIDED TO THE OWNER AT THE DATE OF SUBSTANTIAL COMPLETION. THE DRAWINGS SHALL SHOW ALL EQUIPMENT AND DUCTWORK WITH DIMENSIONS AND REFERENCE POINTS, OTHER CONCEALED NON-ACCESSIBLE WORK, BRANCHING, ARRANGEMENT AND VALVE LOCATION FOR PIPING SYSTEMS, LOCATIONS OF DAMPERS, VAV BOXES AND HEATERS IN DUCT SYSTEMS, LOCATIONS OF CONTROL SYSTEM SENSORS AND OTHER CONTROL DEVICES, AND WORK OF CHANGE ORDERS NOT SHOWN ON CONTRACT DOCUMENTS.
13. PROVIDE ADDITIONAL PIPING SUPPORTS ON BOTH SIDES AND WITHIN 18" OF FIRE RATED WALL. PIPING SHALL NOT BE SUPPORTED FROM ANY FIRE RATED WALL.
14. ALL WALL MOUNTED THERMOSTATS SHALL BE INSTALLED AT AN ELEVATION OF 54" ABOVE FINISHED FLOOR TO THE TOP UNLESS OTHERWISE NOTED ON DRAWINGS. LOCATION OF THE WALL MOUNTED THERMOSTAT SHALL BE COORDINATED WITH OTHER TRADES FOR A NEAT APPEARANCE. FINAL LOCATION OF THERMOSTAT SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE IN THE FIELD.
15. PENETRATIONS THROUGH SMOKE OR FIRE-RATED ASSEMBLIES: PENETRATIONS FOR PIPES, CONDUITS OR OTHER PURPOSES THROUGH ASSEMBLIES (FLOORS, ROOF, WALLS, PARTITIONS, ETC.) WITH A REQUIRED FIRE RESISTANCE RATING SHALL BE SEALED TO THE PENETRATING MEMBER IN AN APPROVED MANNER WHICH MAINTAINS THE REQUIRED FIRE RESISTANCE RATING OF THE ASSEMBLY AS FOLLOWS:
 - A. WHERE HOLES FOR PENETRATIONS ARE FORMED CIRCULAR OR CORE-BORED, THE PENETRATION SHALL BE PROTECTED WITH FIRE-SEAL BRAND SMOKE AND FIRE STOP FITTINGS MFG. BY O-Z GEDLEY, LINK SEAL BRAND BY THUNDER LINE OR AN EQUAL APPROVED BY ENGINEER.
 - B. WHERE HOLES FOR PENETRATIONS ARE IRREGULAR (NON-CIRCULAR) IN SHAPE, THE PENETRATION SHALL BE PROTECTED WITH DOW CORNING 3-6548, SILICONE RTV FOAM, 3M FIRE BARRIER PENETRATION SEAL SYSTEM OR AN EQUAL APPROVED BY THE ENGINEER.
16. PROVIDE SUBMITTALS AS INDICATED ON THE HVAC SUBMITTALS TABLE ON THIS DRAWING. MARK EQUIPMENT TO BE PROVIDED CLEARLY: INCLUDING OPERATING CAPACITIES AND REQUIREMENTS PER THE SCHEDULES AND SPECIFICATIONS.

[illegible]

NOTES:
(1)FOR REVIEW
(2)FOR RECORD

PROJ.#	21-020
DATE	10/27/2021
DRAWN	L. BECK
DESIGN	LI LI
CHECK	LI LI
FILE	M-001.dwg

**100% FOR
REVIEW**

M-001

SHEET 4 OF 13

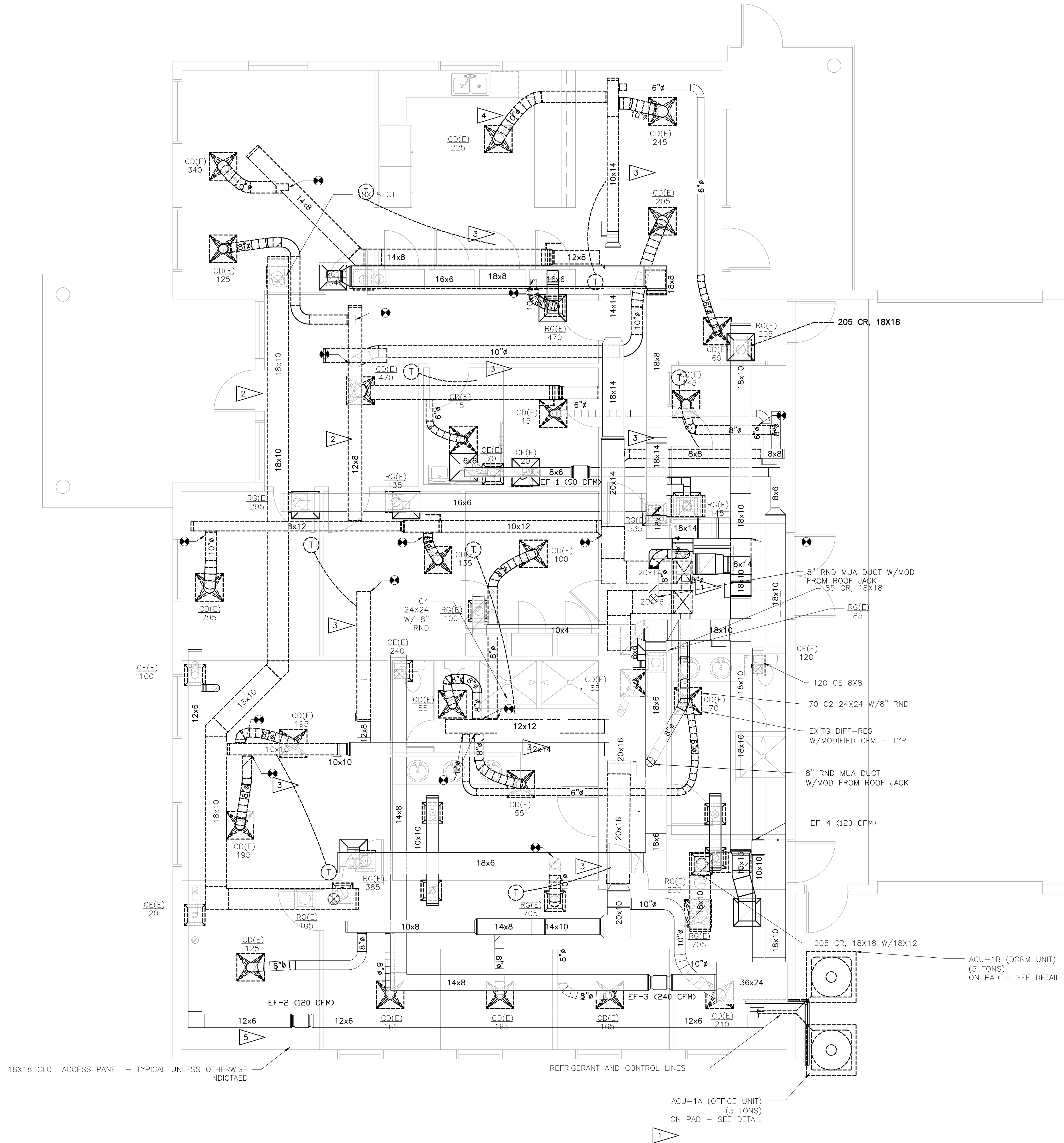
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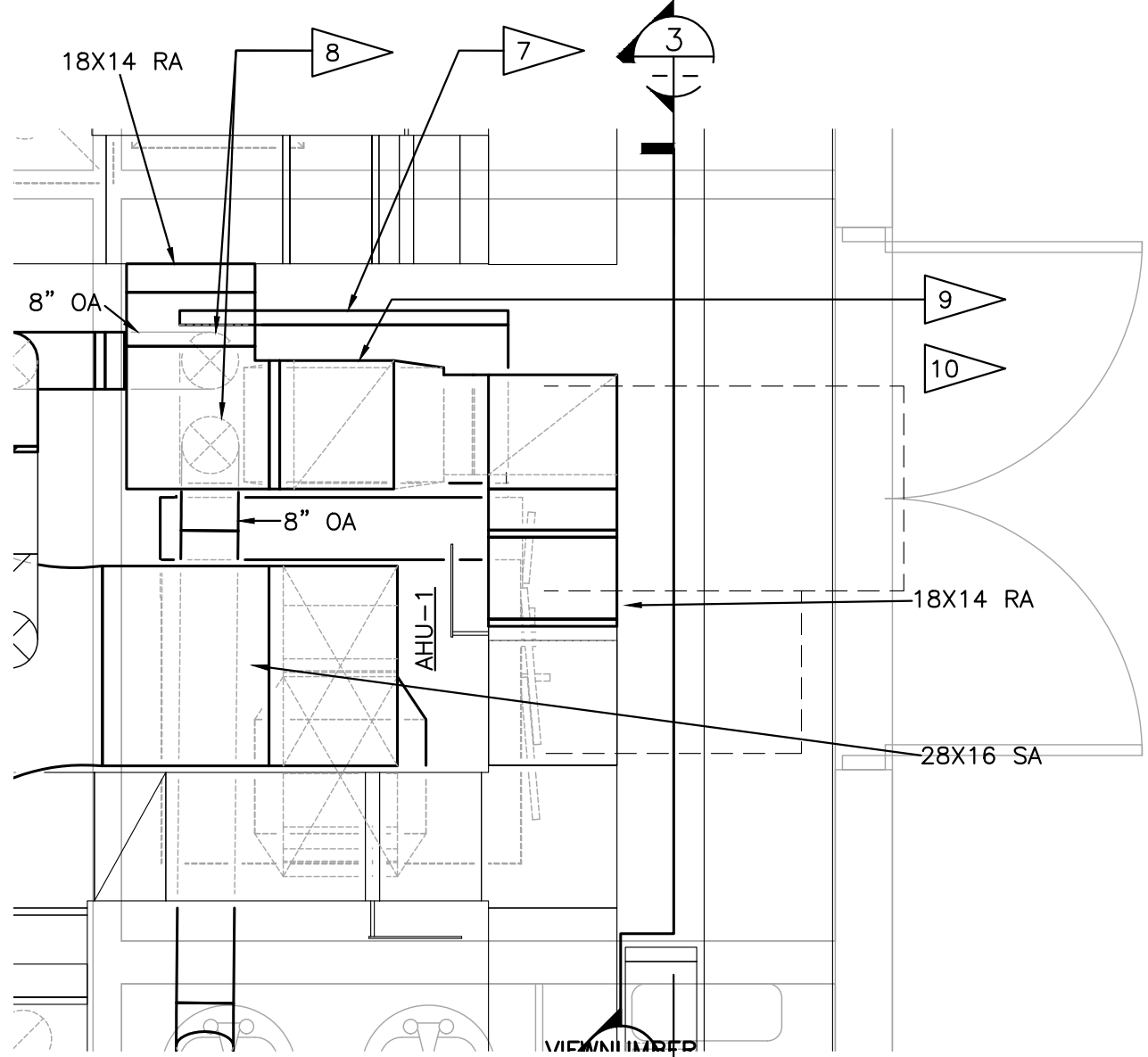


GENERAL NOTES:

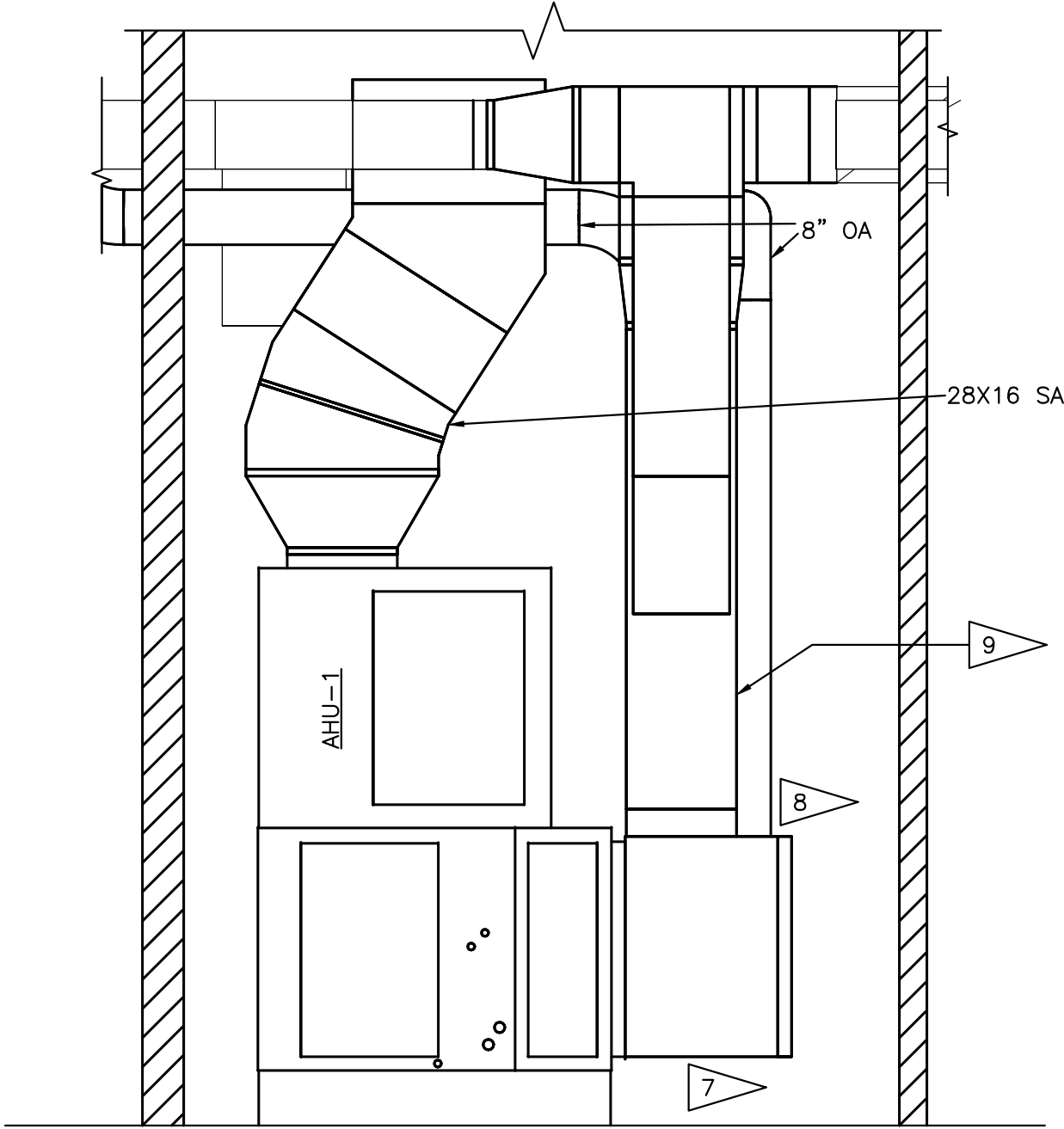
1. INDICATED SIZE FOR EXISTING DUCT IS MINIMUM REQUIRED SIZE.
CONTRACTOR TO VERIFY THE EXISTING DUCT. IF EXISTING DUCT IS SMALLER
THAN THE INDICATED SIZE, PROVIDE THE NEW DUCT.

FLAG NOTES:

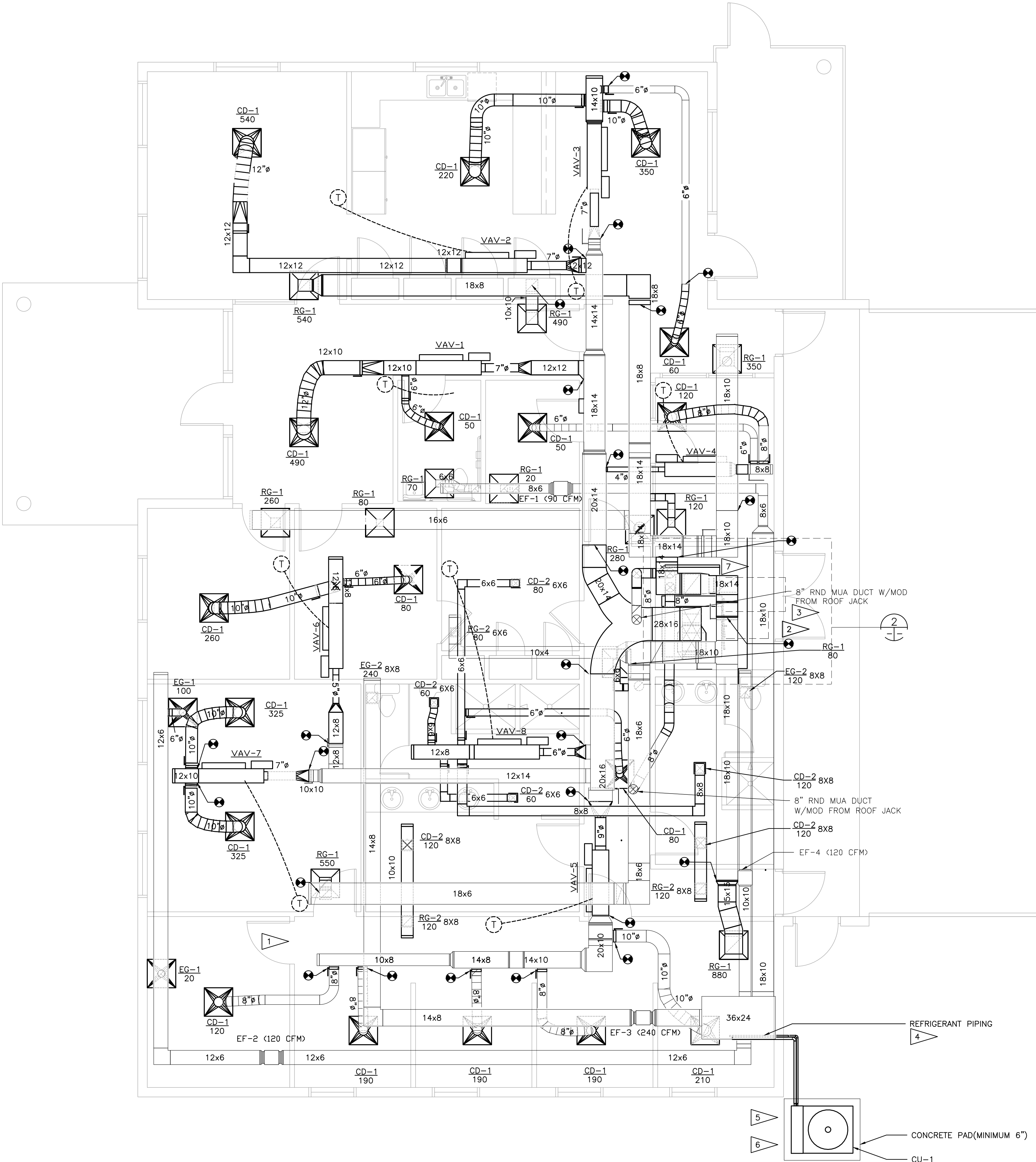
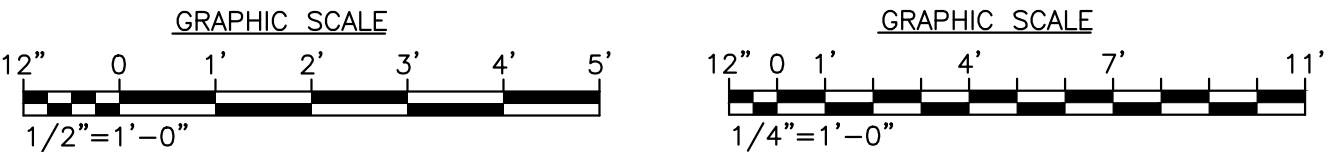
1. PROVIDE DOOR UNDER CUT ($\frac{3}{4}$ " MIN).
2. PROVIDE NEW SMOKE DETECTOR FOR AHU IN THE SUPPLY DUCTWORK.
3. PROVIDE 2 NEW 8" DIA STAINLESS STEEL DAMPERS FOR THE OA DUCT AND ONE GALVANIZED STEEL RA DAMPER.
4. INSULATE REFRIGERANT PIPING PER MANUFACTURER'S RECOMMENDATION. PROVIDE ALUMINUM JACKET FOR OUTDOOR REFRIGERANT PIPING.
5. PROVIDE 6" CONCRETE PAD FOR CONDENSING UNIT, ANCHOR THE UNIT TO CONCRETE PAD. REFER TO M-500 FOR DETAIL.
6. PROVIDE REQUIRED CLEARANCE FOR CONDENSING UNIT PER MANUFACTURER'S RECOMMENDATION. 48" FOR SERVICE PANEL AND 36" FROM WALLS.
7. PROVIDE 18" LONG SHEET METAL RETURN AIR PLENUM, SIZE TO MATCH FILTER OPENING.
8. CONNECT TWO 8" DIA OA DUCT TO RETURN AIR PLENUM,
9. CONNECT 28X16 RA DUCT TO RETURN AIR PLENUM. PROVIDE 28X16 GALVANIZED STEEL DAMPER ON RETURN AIR DUCT.
10. EXTEND EXISTING CONCRETE PAD AS REQUIRED FOR NEW AHU-1.



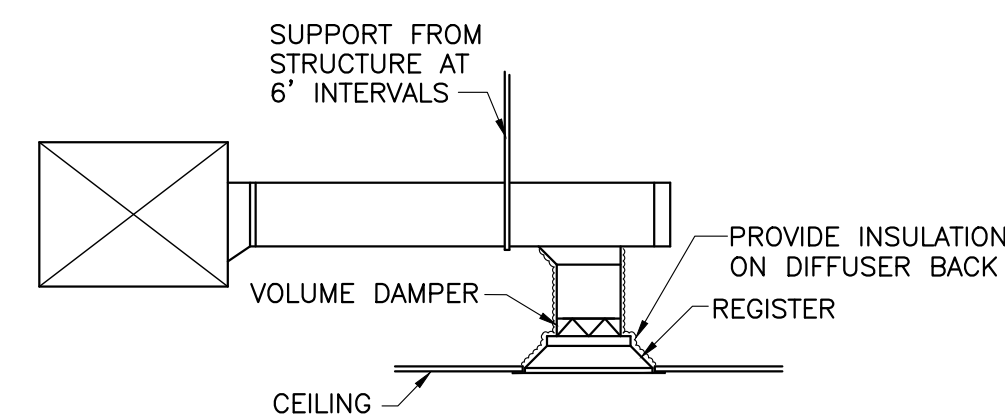
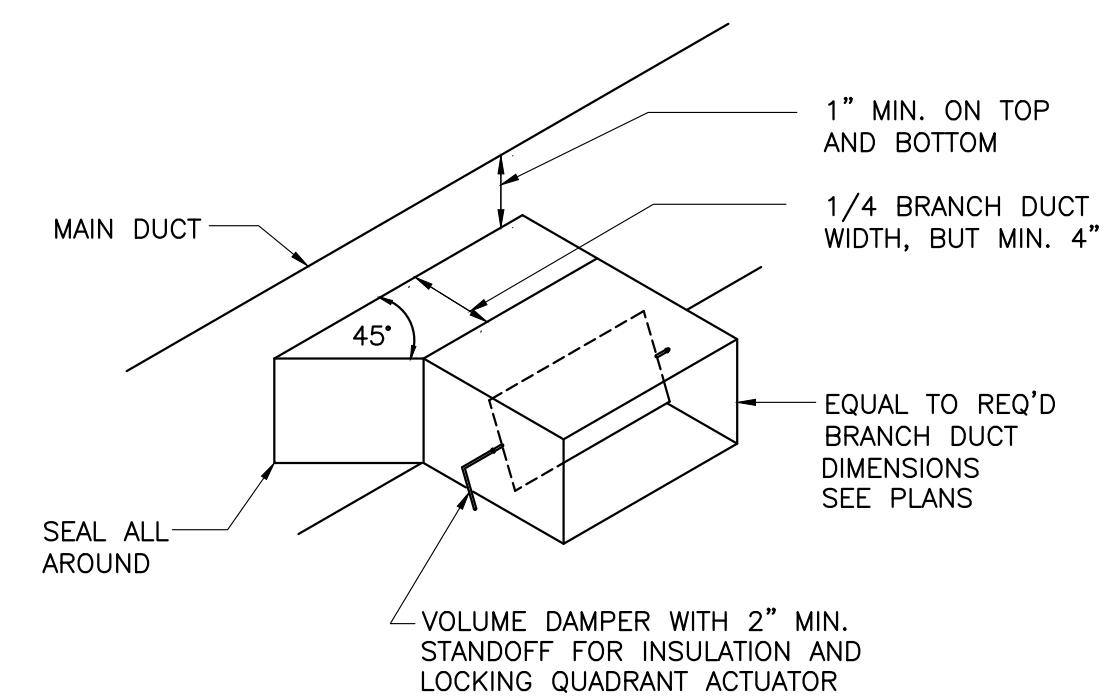
N
ENLARGED MECH ROOM - NEW
1/2" = 1'-0"



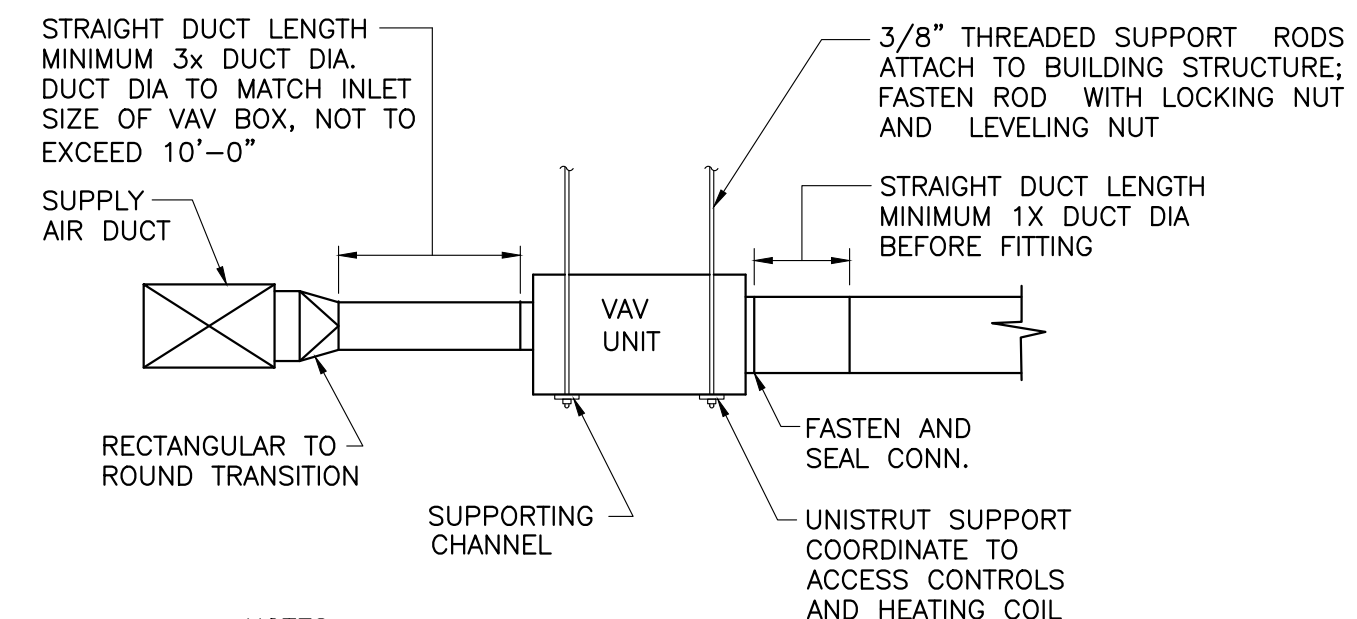
MECH ROOM ELEVATION - NEW
1/2" = 1'-0"



N
HVAC PLAN - NEW
1/4" = 1'-0"

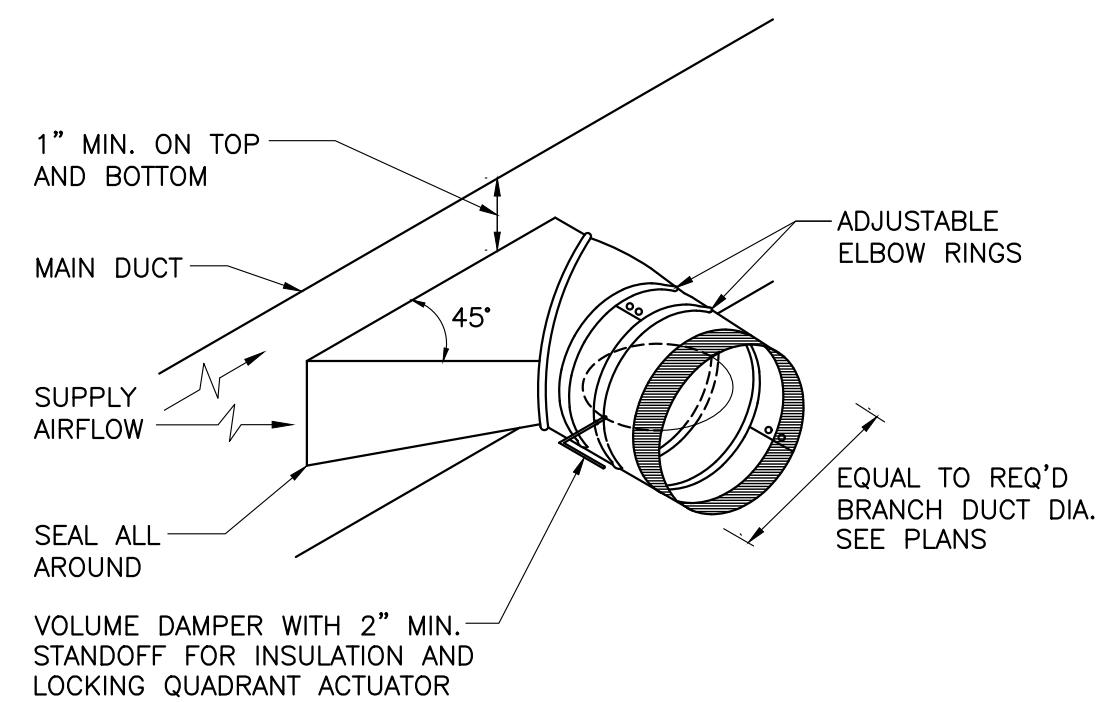


HARD CEILING DUCT/REGISTER DETAIL

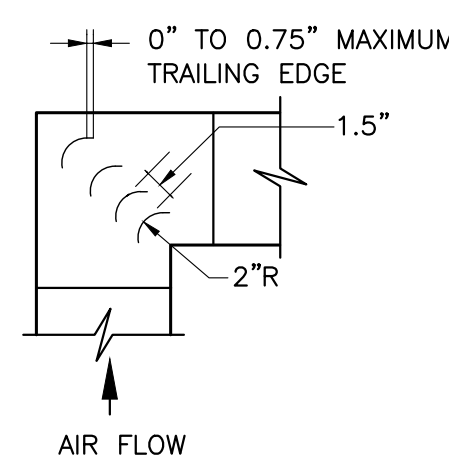


- NOTES:**
1. MANUFACTURER OF TERMINAL UNIT SHALL PROVIDE CONTROLS ON LEFT OR RIGHT SIDE AS REQUIRED BY FIELD CONDITIONS.
 2. ARRANGE ACCESS IN CORRIDORS TO PERMIT EASY FIELD BALANCE AND MAINTENANCE OF TERMINAL UNIT.
 3. COORDINATE LOCATION OF VAV BOXES WITH LIGHTING FIXTURES DIFFUSES AND FURNITURE TO ASSURE PROPER ACCESS.

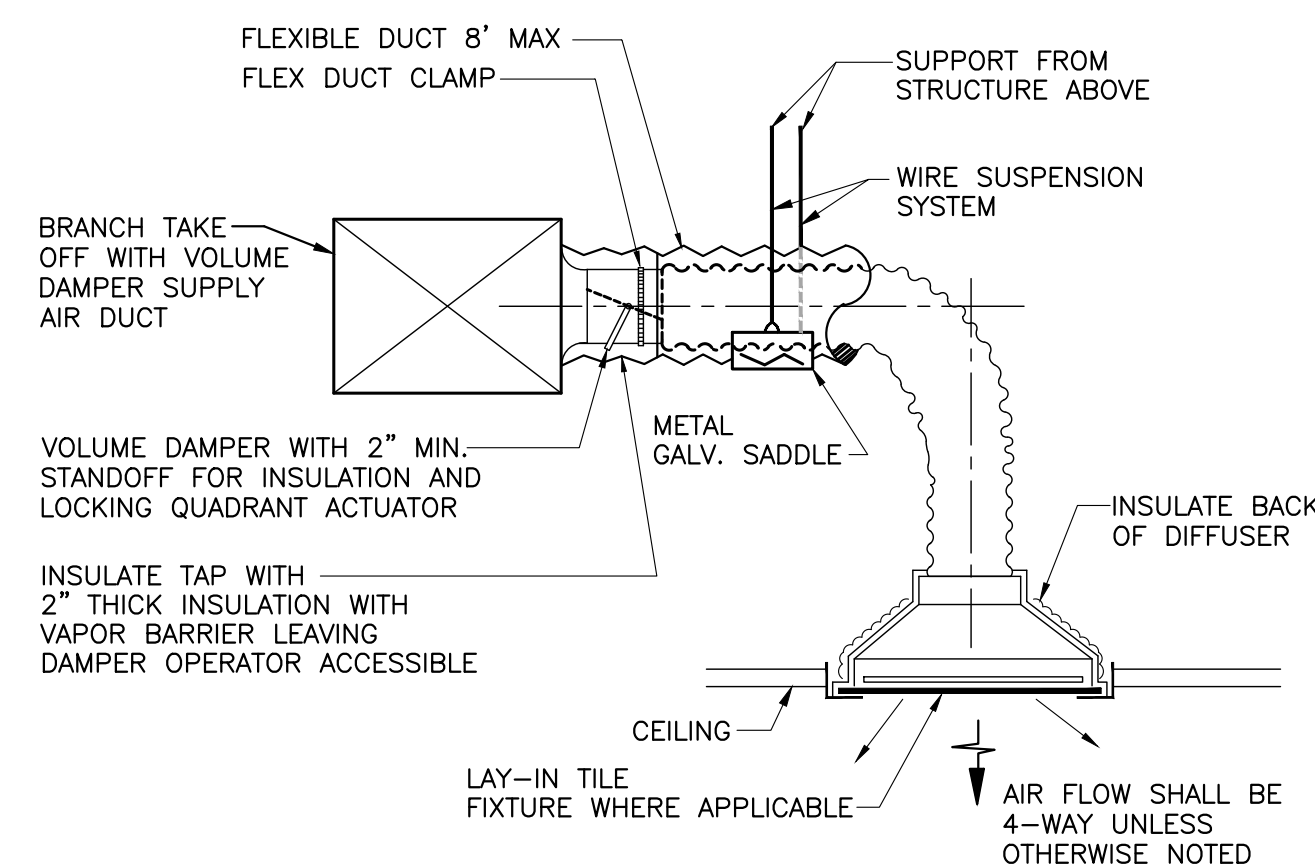
VAV UNIT INSTALLATION
N.T.S.



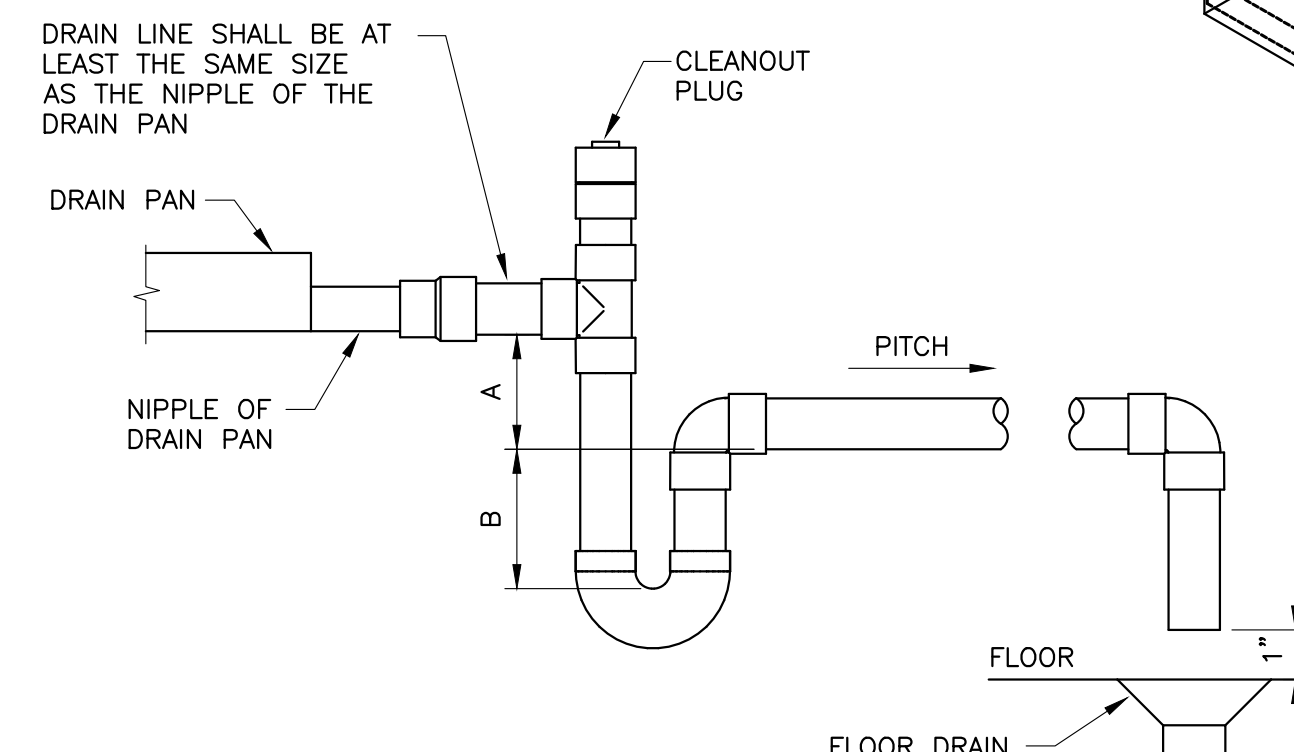
TYPICAL BRANCH TAKE-OFF FITTING
N.T.S.



TURNING VANES DETAIL
N.T.S.



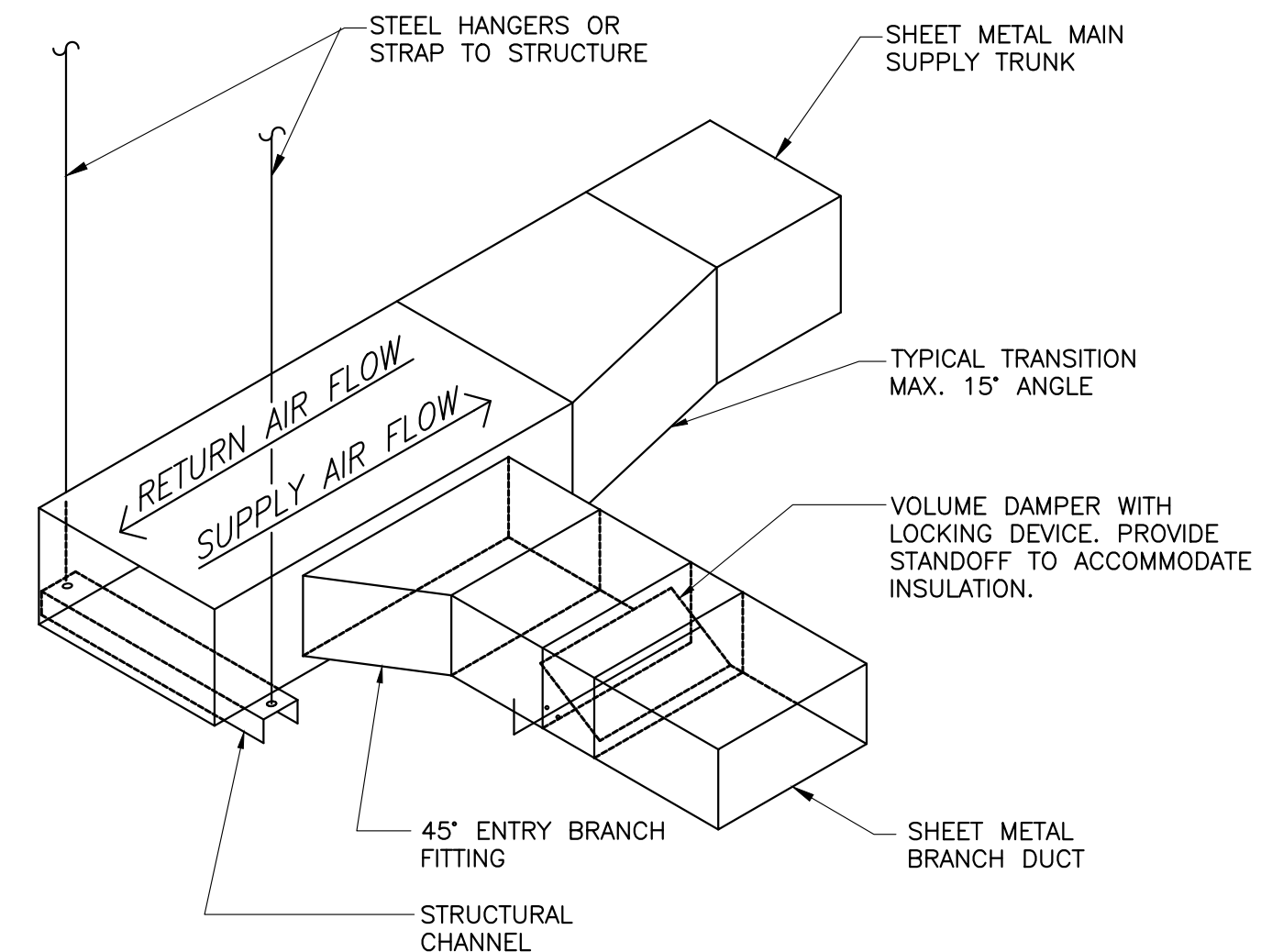
DUCT/DIFFUSER LAYOUT DETAIL
N.T.S.



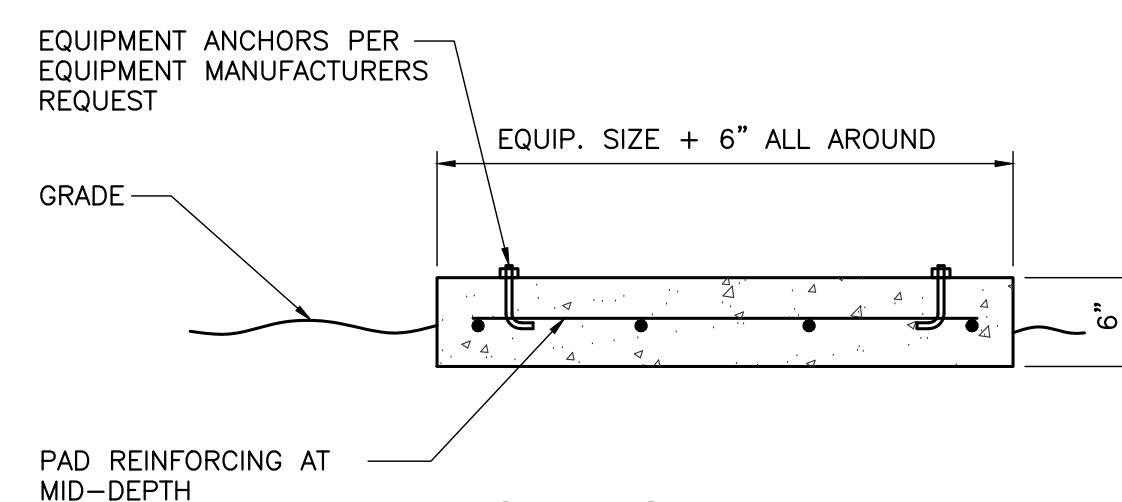
- NOTES:
1. PROVIDE PIPE SUPPORTS ON BOTH SIDES OF P-TRAP.
 2. PROVIDE PIPE INSULATION WITHIN UNCONDITIONED AREAS.

UNIT TYPE	A	B
DRAW THRU	1" + TSP (IN W.G.)	TSP (IN W.G.)/2
BLOW THRU	0.5" MIN.	1" + TSP (IN W.G.)

DRAIN PAN WATER SEAL DETAIL



BRANCH TAKEOFF DETAIL
N.T.S.



TYPICAL EQUIPMENT PAD
N.T.S.

[illegible]

**PORT ORANGE
FIRE STATION 74 UPGRADES**

6701 AIRPORT RD PORT ORANGE, FL

DETAILS

**100% FOR
REVIEW**

PROJ.#	21-020
DATE	10/27/2021
DRAWN	L. BECK
DESIGN	LI LI
CHECK	LI LI
FILE	M-500X.dwg

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SHEET 7 OF 13

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D

C

B

A

BASIS OF DESIGN		
OUTSIDE AIR TEMPERATURE (DB °F/WB °F)		
SUMMER TEMP.	COOLING MODE	92.7/77
	DEHUMIDIFICATION MODE (DB °F)	83.8/77.6
WINTER TEMP.	HEATING MODE	35.6 ° F
INDOOR CONDITION		
SPACE ENVIRONMENTAL CONDITIONS	INDOOR DRYBULB	74° F
	HUMIDITY	50%RH (OCCUPIED)
VENTILATION RATES		
	FITNESS CENTER	20 CFM/PERSON + 0.18 CFM/SQFT
	BREAK ROOM	5 CFM/PERSON + 0.06 CFM/SQFT
	STORAGE	0.06 CFM/SQFT
	OFFICE	5 CFM/PERSON + 0.06 CFM/SQFT
	LOCKER ROOM	5 CFM/PERSON + 0.06 CFM/SQFT
	CORRIDOR	
	ELECTRICAL ROOM	0.06 CFM/SQFT
	VESTIBULE	
	RESTROOM	

AIR DISTRIBUTION SCHEDULE				
PLAN MARK	CFM RANGE	NECK SIZE	FACE SIZE	DESCRIPTION
CD-1	0-100	6"ø	24" X 24"	CEILING DIFFUSER
	101-210	8"ø	24" X 24"	TITUS MODEL TMS-AA
	211-390	10"ø	24" X 24"	ALL ALUMINUM CONSTRUCTION
	391-620	12"ø	24" X 24"	WHITE POWDER COAT FINISH
	621-850	14"ø	24" X 24"	T-BAR LAY-IN MOUNTING
	851-980	15"ø	24" X 24"	INSULATE BACK OF DIFFUSER
CD-2	0-140	6" X 6"		TITUS MODEL 250-AA, ALL ALUMINUM CONSTRUCTION, 4 WAY DISCHARGE PATTERN, SURFACE MOUNT, OPPOSED BLADE DAMPER, WHITE POWDER COAT FINISH
	141-200	8" X 8"		
	201-430	12" X 12"		
	431-620	14" X 14"		

TERMINAL BOX WITH ELECTRIC HEATING COIL SCHEDULE												
MARK	MAXIMUM COOLING CFM	MINIMUM COOLING CFM	MINIMUM HEATING CFM	NOMINAL BOX CFM	AIRSIDE		ELECTRICAL			MFGR.	MODEL	INLET SIZES
					EAT °F	LAT °F	CAPACITY KW	STAGE	V/PH/HZ			
VAV-1	540	110	110	650	55	98	1.5	1	208/1/60	TRANE	VCEF	7
VAV-2	540	110	110	650	55	98	1.5	1	208/1/60	TRANE	VCEF	7
VAV-3	630	120	120	650	55	95	1.5	1	208/1/60	TRANE	VCEF	7
VAV-4	170	50	50	225	55	87	0.5	1	208/1/60	TRANE	VCEF	4
VAV-5	900	250	250	1050	55	93	3	1	208/1/60	TRANE	VCEF	9
VAV-6	340	100	100	350	55	87	1	1	208/1/60	TRANE	VCEF	5
VAV-7	650	130	130	650	55	92	1.5	1	208/1/60	TRANE	VCEF	7
VAV-8	400	100	100	500	55	87	1	1	208/1/60	TRANE	VCEF	6

NOTES:

- MECHANICAL CONTRACTOR TO PROVIDE AND INSTALL EACH OF THE VAV BOXES PER VAV BOX INSTALLATION DETAIL WITH ALL REQUIRED ACCESS. PROVIDE FACTORY MOUNTED ELECTRICAL DISCONNECT AND FACTORY MOUNTED CONTROLLER.
- PROVIDE BUILT-IN TRANSFORMER FOR ALL VAV BOXES.

RC-1 TG-1	0-140	6" X 6"	24" X 24"	TRANSFER/RETURN GRILLE TITUS MODEL PAR-AA T-BAR LAY-IN MOUNTING WHITE POWDER COAT FINISH
	141-350	8" X 8"	24" X 24"	
	351-550	10" X 10"	24" X 24"	
	551-700	12" X 12"	24" X 24"	
	701-1090	15" X 15"	24" X 24"	
	1091-1350	18" X 18"	24" X 24"	
	1351-2000	22" X 22"	24" X 24"	
	2001-3500	46" X 22"	48" X 24"	
EG-2 TG-2	SEE DRAWING FOR GRILLE SIZE			TITUS MODEL 50F, ALUMINUM EGGRATE RETURN GRILLE, SURFACE MOUNT, OPPOSED BLADE DAMPER, 1/2"x1/2"x1/2" CORE SIZE
NOTE: NC LEVEL FOR ALL DIFFUSERS AND GRILLES SHALL NOT EXCEED NC30.				

AIR HANDLING (INDOOR) UNIT SCHEDULE	
TAG	AHU-1
OUTDOOR UNIT	CU-1
EQUIPMENT LOCATION	MECHANICAL ROOM
AREA SERVED	ALL AREA
DESIGN CONDITIONS:	
SPACE TEMPERATURE(DEG F)	74
SUMMER OA TEMPERATURE (DEG F DB/DEG F WB)	92.7/77
WINTER OA TEMPERATURE (DEG F DB)	35.6
SYSTEM DATA:	
AIR FLOW TYPE	VAV WITH ECM MOTOR
SUPPLY AIR (CFM)	3,400
OUTSIDE AIR (CFM)	600
RETURN AIR (CFM)	2,800
ESP(IN WG)	1.5
FAN DATA:	
SA MOTOR (HP)	7.5
V/PH/HZ	208/3/60
COOLING COIL DATA:	
TOTAL CAPACITY(MBH)	141
SENSIBLE CAPACITY(MBH)	100
ENTERING AIR TEMPERATURE (DEG F DB/DEG F WB)	78.2/65.2
LEAVING AIR TEMPERATURE (DEG F DB/DEG F WB)	51/51
FILTER	
FILTER TYPE	2" FLAT PLEATED
MAX. FACE VELOCITY(FPM)	500
MIN. EFFICIENCY	MERV-8
BASIS OF DESIGN:	
MANUFACTURER	TRANE
MODEL NO.	CSAA008
NOTES	1, 2, 3, 4, 5, 6, 7, 8, 9, 10

CONDENSING (OUTDOOR) UNIT SCHEDULE	
TAG	CU-1
INDOOR UNIT	AHU-1
TYPE	CONDENSING UNIT
NOMINAL TON	12.5
NO. OF COMPRESSORS	2
UNIT EER/SEER	12
V/PH/HZ	208/3/60
MCA	64
MOP	90
FACTORY DISCONNECT	YES
LOW AMB HEAD PRESSURE CONTROL	NO
BAKED PHENOLIC COIL COATING	YES
MANUFACTURER	TRANE
MODEL	TTA150
WEIGHT (LB)	504
NEOPRENE ISOLATOR	YES
FROSTAT	YES

NOTES:

- PROVIDE DIRECT DRIVE FOR FAN MOTORS.
- PROVIDE COIL COATING FOR CONDENSER COIL.
- CONTRACTOR SHALL PROVIDE SMOKE DETECTOR IN THE SUPPLY AIR DUCT.
- PROVIDE APR VALVE ON ONE COMPRESSOR FOR CAPACITY CONTROL.
- UNIT SHALL BE DX COOLING ONLY.
- PROVIDE UNIT CONTROLLER, REFER TO M-700 FOR SEQUENCE
- PROVIDE 8" MOUNTING RAIL.
- MANUFACTURER SHALL PROVIDE UV LIGHTING FOR THE UNIT. CONTRACTOR SHALL INSTALL
- YORK AND CARRIER ARE ACCEPTABLE UNIT MANUFACTURER.

8-KOI COMPANY



design · engineer · construct

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Registry 8072

REV

DATE

DESCRIPTION

PORT ORANGE FL

PORT ORANGE FIRE STATION 74 UPGRADES

6701 AIRPORT RD

SCHEDULES

100% FOR REVIEW

PROJ.# 21-020

DATE 10/27/2021

DRAWN L. BECK

DESIGN L. LI

CHECK L. LI

FILE M-600.dwg

M-600

SHEET 8 OF 13

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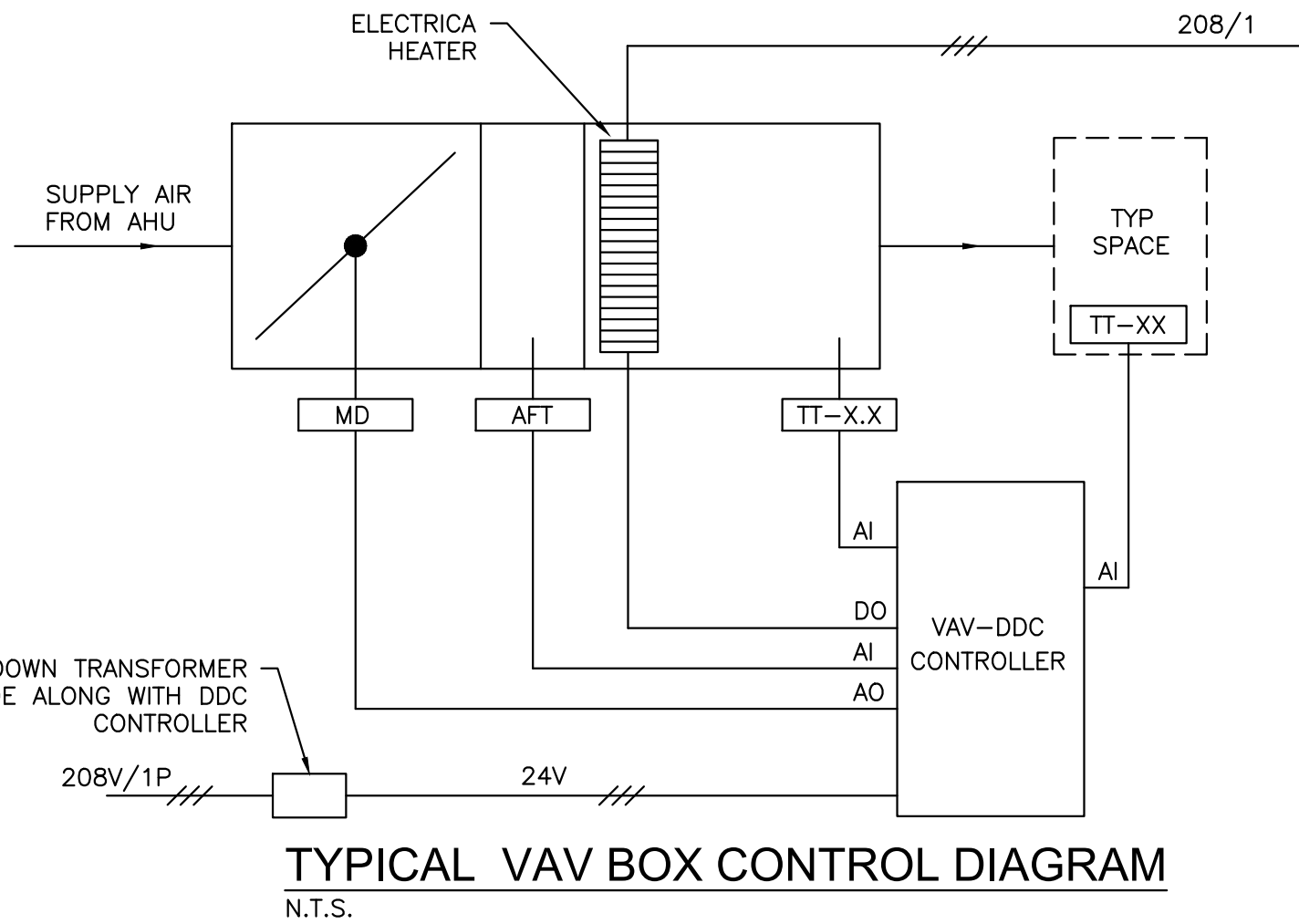
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SEQUENCE OF OPERATIONS

TYPICAL VARIABLE AIR VOLUME UNIT CONSISTS OF COOLING COIL AND DUCT DRAW THROUGH FAN. THE UNIT IS TO BE CONTROLLED BY STAND ALONE DDC CONTROLLER.

THE AIR HANDLING UNIT IS SCHEDULED FOR AUTOMATIC OPERATION ON A TIME OF DAY BASIS FOR OCCUPIED MODE.

OCCUPIED MODE:

THE BUILDING WILL BE OCCUPIED 24/7. THE SUPPLY AIR FAN RUNS CONTINUOUSLY. THE OUTSIDE AIR DAMPERS AND RA DAMPER SHALL BE MODULATED TO MAINTAIN RA CO2 LEVEL LESS THAN 700 PPM AND BUILDING DP SENSOR AT 5 PASCALS.

COOLING MODE:

IN COOLING MODE (IF THE RA TEMPERATURE IS ABOVE 74° F), THE FOLLOWING SEQUENCE SHALL BE USED. COMPRESSOR SHALL BE ON AND APR VALVE SHALL BE MODULATED TO MAINTAIN SUPPLY AIR TEMPERATURE OF 55°F (VERIFIED BY TT-2, ADJUSTABLE). SUPPLY AIR FAN SPEED SHALL BE CONTROLLED TO MAINTAIN THE STATIC PRESSURE SENSOR IN THE SA DUCT. VAV BOX SHALL BE MODULATED TO MAINTAIN THE SPACE TEMPERATURE OF 74 °F. AT MIN. FAN SPEED, FAN SHALL PROVIDE MIN. AIRFLOW RECOMMENDED BY MANUFACTURER.

HEATING MODE:

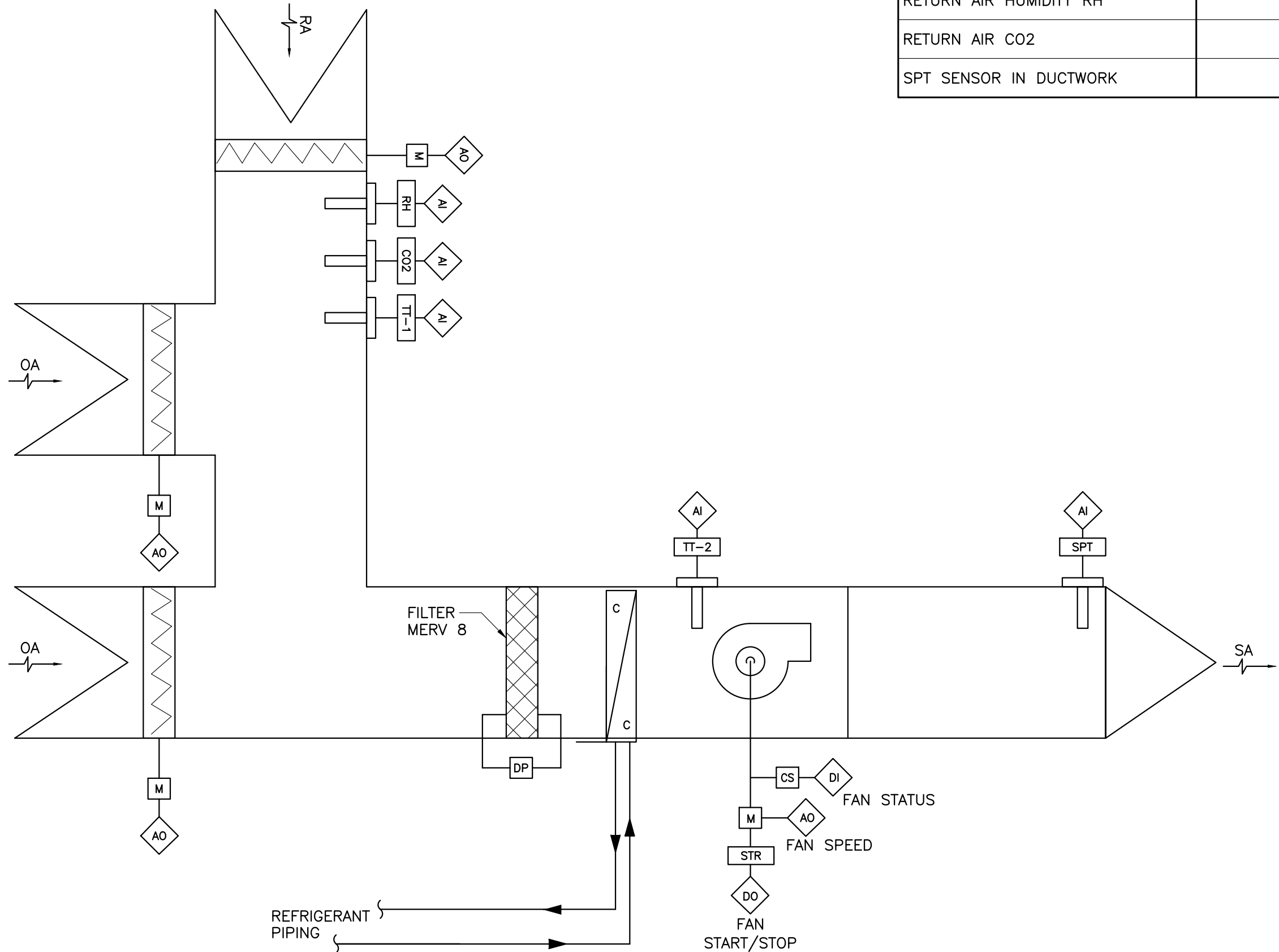
IN HEATING MODE (IF RA TEMPERATURE IS BELOW 70 °F), THE COMPRESSOR SHALL BE OFF. SUPPLY AIR FAN SHALL BE AT MINIMUM SPEED TO PROVIDE MIN. AIRFLOW RECOMMENDED BY MANUFACTURER. VAV BOX SHALL BE MODULATED TO MAINTAIN SPACE TEMPERATURE OF 70 °F.

A CURRENT SENSOR SHALL BE PROVIDED TO VERIFY THE FAN OPERATION. IT SHALL SEND AN ALARM IF THE FAN IS OFF DURING OCCUPIED HOURS TO THE DDC SYSTEM.

IF FAN FAILS, SEND AN ALARM.

OPTIMIZATION CONTROLS:

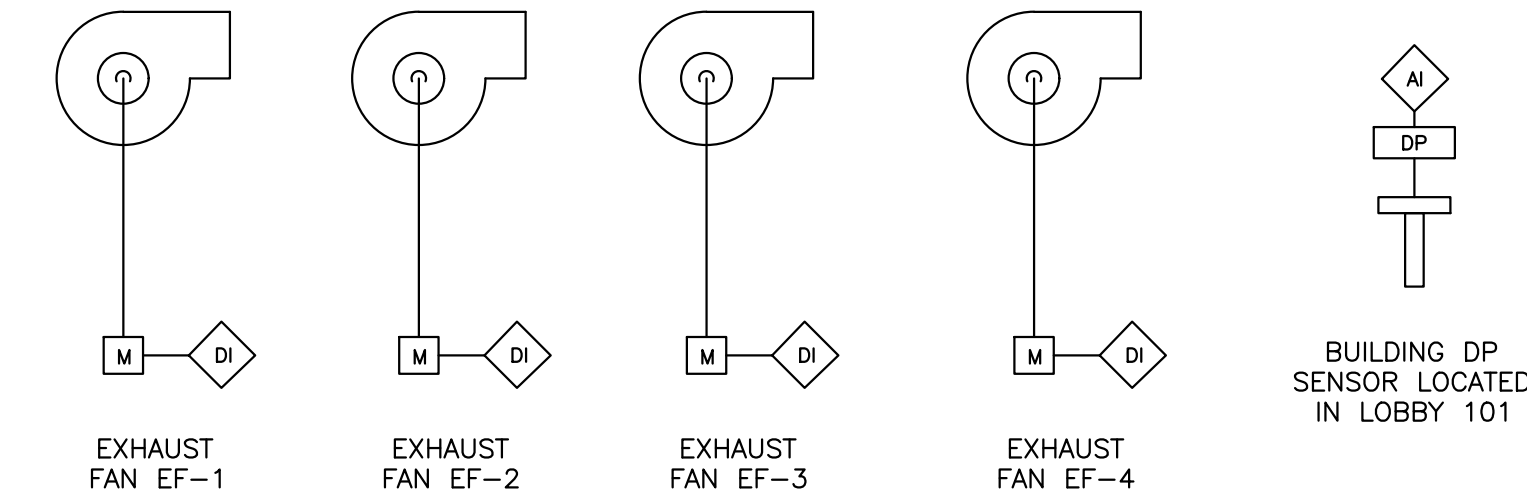
1. PROVIDE COOLING COIL LEAVING AIR TEMPERATURE RESET UP TO 57°F (ADJUSTABLE IN ONE DEGREE F INTERVAL EVERY 10 MINUTES) BASED ON RA RH LEVELS. WHEN THE FAN SPEED IS AT ITS MINIMUM POSITION, IF THE RH RISES ABOVE 65%, LOWER COOLING COIL LEAVING AIR TEMPERATURE IN ONE DEGREE F INTERVAL EVERY 10 MINUTES UNTIL 60% RH IS ACHIEVED. MINIMUM COOLING COIL LEAVING AIR TEMPERATURE SHALL BE 50 DEG. F.



AHU-1 CONTROL DIAGRAM

N.T.S.

CONTROL MANUFACTURER SHALL BE THE SAME AS UNIT MANUFACTURER.



EXHAUST FAN EF-1

EXHAUST FAN EF-2

EXHAUST FAN EF-3

EXHAUST FAN EF-4

BUILDING DP SENSOR LOCATED IN LOBBY 101

EXHAUST FAN EF-1

EXHAUST FAN EF-2

EXHAUST FAN EF-3

EXHAUST FAN EF-4

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ELECTRICAL ABBREVIATION LIST

(SOME MAY NOT BE USED)

A	AMPERES	OC	ON CENTER
AC	ABOVE COUNTER	OD	OUTSIDE DIAMETER
A/C	AIR CONDITIONER	OF	OUTSIDE FACE
ACT	ACOUSTIC CEILING TILE	OPNG	OPENING
ADA	AMERICAN DISABILITY ACT	ORIENT	ORIENTATION
AFF	ABOVE FINISH FLOOR	P	POLE
AHU	AIR HANDLING UNIT	PAC	PACKAGED AC UNIT
ATS	AUTOMATIC TRANSFER SWITCH	PAR	PARALLEL
AFG	ABOVE FINISHED GRADE	PB	PULL BOX/PULL BUTTON
AWG	AMERICAN WIRE GAUGE	PNL	PANEL/PANELBOARD
APPROX	APPROXIMATELY	PVC	POLYVINYL CHLORIDE
ARCH	ARCHITECTURAL, ARCHITECT	PVC40	PVC SCHEDULE 40
		PWR	POWER
BC	BELOW COUNTER	QTY	QUANTITY
BLDG	BUILDING		
BU	BUILT UP		
C	CONDUIT	R	EXISTING TO BE REPLACED /REMOVED
COMM	COMMUNICATIONS	RA	ROOF ACCESS
CU	COPPER	RAD	RADIATOR
CL	CLEAR/CLEARANCE	RD	ROOF DRAIN
K	CENTER LINE	REF	REFERENCE
CO	COMPANY	RGS	RIGID GALVANIZED STEEL
CON'T	CONTINUOUS	REQ'D	REQUIRED
COORD	COORDINATE	RM	ROOM
CT	COOLING TOWER	RMC	RIGID METAL CONDUIT
CWP	CHILLED WATER PUMP	RSG	RIGID STEEL CONDUIT
DS	DISCONNECT SWITCH	SCH	SCHEDULE
DWG	DRAWING	SEC	SECURITY
DEG	DEGREE	SF	SUPPLY FAN
DEP	DEPARTMENT	SIM	SIMILAR
DIA	DIAMETER	SN	SOLID NEUTRAL
DIAG	DIAGONAL	SP	SPACING
DM	DIMENSION	SPA	SPACE(S)
DIST	DISTANCE	SPEC	SPECIFICATION
DN	DOWN	SPECS	SPECIFICATIONS
DR	DRAIN	SQ	SQUARE
DWG	DRAWING	SS	STAINLESS STEEL
E	EXISTING	STD	STANDARD
ECB	ENCLOSED CIRCUIT BREAKER	SW	SWITCH
EF	EXHAUST FAN	SWBD	SWITCHBOARD
ELEV	ELEVATION	SWGR	SWITCHGEAR
ELEC	ELECTRICAL/ELECTRIC	T/	TOP OF
EMH	ELECTRICAL MANHOLE	T/S	TIMESWITCH
EMS	ENERGY MANAGEMENT SYSTEM	TEL	TELEPHONE
EMT	ELECTRICAL METALLIC TUBING	TTC	TELEPHONE TERMINAL CABINET
ENG	ENGINEER	TEMP	TEMPORARY
EOR	ENGINEER OF RECORD	TR	TRANSFORMER
EQUIP	EQUIPMENT	TSP	TWISTED SHIELDED PAIR
EXCL	EXCLUDING	TYP	TYPICAL
EXIST	EXISTING	TV	TELEVISION
EXT	EXTERIOR	UC	UNDER COUNTER
EW	ELECTRIC WATER COOLER	UG	UNDERGROUND
FA	FIRE ALARM	UH	UNIT HEATER
FACP	FIRE ALARM CONTROL PANEL	UL	UNDERWRITER'S LABORATORIES
FD	FLOOR DRAIN	UON	UNLESS OTHERWISE NOTED
FF	FINISHED FLOOR		
FG	FINISHED GRADE	V	VOLTS
FL	FLOOR	VAV	VARIABLE AIR VOLUME UNIT
FTL	FEED THRU LUGS	VOL	VOLUME
G	GROUND	W	WIRE
GALV	GALVANIZED	W	WITH
GC	GENERAL CONTRACTOR	W/O	WITHOUT
GEC	GROUND ELECTRODE CONDUCTOR	W/W	WIREFRAY
GF	GROUND FAULT	WH	WATER HEATER
GFI	GROUND FAULT INTERRUPTER	WP	WEATHER PROOF
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	WT	WEIGHT
GND	GROUND		
GRC	GALVANIZED RIGID CONDUIT	XFMR	TRANSFORMER
HORIZ	HORIZONTAL	Y	WYE (CONNECTED)
HI	HIGH INTENSITY DISCHARGE	Z	ZONE
HP	HORSE POWER		
HT	HEIGHT	3R	NEMA TYPE 3R
HVAC	HEATING, VENTILATING AND AIR CONDITIONING	4X	NEMA TYPE 4X
ID	INSIDE DIAMETER		
IF	INSIDE FACE		
IN	INCH		
INT	INTERIOR		
INV	INVERT		
JST	JOIST		
JT	JOINT		
JBOX	JUNCTION BOX		
KAIC	(THOUSAND) AMPERE INTERRUPTING CAPACITY		
KCMIL	THOUSANDS OF CIRCULAR MILS		
KVA	KILOVOLT-AMPERES		
KW	KILOWATT		
L	LENGTH		
LB	LOAD BANK		
LC	LIGHTING CONTACTOR		
LED	LIGHT EMITTING DIODE		
LFNC	LIQUID TIGHT FLEX NONMETALLIC CONDUIT		
LTG	LIGHTING		
MANUF	MANUFACTURER		
MAT	MATERIAL		
MCB	MAIN CIRCUIT BREAKER		
MCU	MASTER CONTROL UNIT		
MDP	MAIN DISTRIBUTION PANEL		
MECH	MECHANICAL		
MH	MANHOLE/METAL HALIDE		
MLO	MAIN LUG ONLY		
MAX	MAXIMUM		
MTD	MOUNTED		
MIN	MINIMUM		
MISC	MISCELLANEOUS		
MTL	METAL		
MTS	MANUAL TRANSFER SWITCH		
MV	MEDIUM VOLTAGE		
N	NUETRAL		
NA	NOT APPLICABLE		
NC	NORMALLY CLOSED		
NEC	NATIONAL ELECTRICAL CODE		
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION		
NF	NON-FUSED		
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION		
NIC	NOT IN CONTRACT		
NL	NIGHT LIGHT		
NO	NORMALLY OPEN		
NTS	NOT TO SCALE		

ELECTRICAL LEGEND:

NOTE: NOT EVERY LEGEND SYMBOL IS USED IN THIS PROJECT.

SYMBOLS	DESCRIPTION
	1X4 LUMINAIRE
	2X4 LUMINAIRE
	2X4 LUMINAIRE CONNECTED TO EMERGENCY POWER
	STRIP LIGHT
	2x2 LUMINAIRE
	EXIT SIGN, SHADED AREA SHOWS EXIT DIRECTION
	SWITCHBOARD
	POWER PANELBOARD
	DISTRIBUTION TRANSFORMER (VOLTAGE, PHASE, RATINGS AS INDICATED)
	EQUIPMENT CONNECTION
	PULL BOX (SIZE AS INDICATED)
	VARIABLE FREQUENCY DRIVE (VFD) WITH INTEGRAL DISCONNECT
	ELECTRICAL SUB-METER
	TRANSIENT VOLTAGE SURGE SUPPRESSOR
	CONTACTOR
	GROUNDING CIRCUIT
	MOTOR
	DISCONNECT SWITCH XXX = SIZE YYY = FUSE (NF=NON-FUSED)
	TV OUTLET. REFER TO DETAIL ON SHEET E6.00
	2-PORT OUTLET. REFER TO DETAIL ON SHEET E6.00
	4-PORT OUTLET. REFER TO DETAIL ON SHEET E6.00
	2-PORT OUTLET FOR WAP (WIRELESS ACCESS POINT). REFER TO DETAIL ON SHEET E6.00
	1-PORT OUTLET FOR WALL MOUNTED PHONE. REFER TO DETAIL ON SHEET E6.00
	FLOOR MOUNTED RECEPTACLE AND DATA OUTLET
	WALL MOUNTED RECEPTACLE AND DATA OUTLET
	2-POLE TOGGLE SWITCH
	NEW 2 LAMP WRAP AROUND FLORESCENT FIXTURE, DAYBRITE
	NEW SURFACE MOUNTED 'DRUM' FIXTURE LURALINE
	CEILING FAN

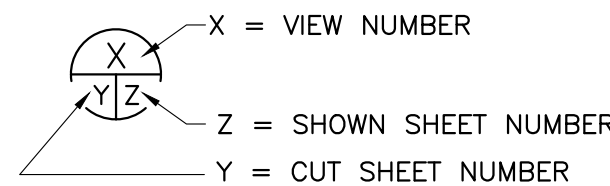
SYMBOLS	DESCRIPTION
	PHOTO CALLOUT
	FLAG NOTE IDENTIFIER
	SURGE SUPPRESSOR
	OCCUPANCY SENSOR WALL MOUNTED
	OCCUPANCY SENSOR CEILING MOUNTED
	SWITCH: SINGLE, 3-WAY, 4-WAY, KEY SWITCH
	SWITCH: DIMMER
	DUPLEX RECEPTACLE
	QUAD RECEPTACLE
	GFI DUPLEX RECEPTACLE
	GFI, WATERPROOF HOUSING DUPLEX RECEPTACLE
	FIRE ALARM TERMINAL CABINET
	FIRE ALARM CONTROL PANEL
	HORN AND STROBE COMBINATION
	SMOKE DETECTOR
	FIRE ALARM PULL STATION
	STROBE
	HEAT DETECTOR
	DUCT SMOKE DETECTOR
	SMOKE DETECTOR. ELEVATOR RECALL
	SINGLE STATION SMOKE DETECTOR AT GUEST ROOMS
	SPRINKLER SYSTEM FLOW SWITCH CONNECTION
	SPRINKLER SYSTEM TAMPER SWITCH CONNECTION
	INPUT OR CONTROL RELAY
	AREA OF RESCUE INTERCOM STATION
	GUEST ROOM MINI-HORN
	ELECTROMAGNETIC DOOR HOLD OPEN DEVICE
	FLOOR MOUNTED DUPLEX RECEPTACLE
	CEILING MOUNTED SPEAKER
	FIRE SPRINKLER HEAD COVER PLATE

GENERAL ELECTRICAL NOTES:

- IT IS THE INTENT OF THESE CONTRACT DRAWINGS TO PROVIDE A COMPLETE AND WORKABLE FACILITY.
- DESIGN DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER SPECIFIC ELEMENTS THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF THE WORK. SUCH WORK SHALL BE VERIFIED AT THE SITE. ADDITIONAL BENDS, OFFSETS, AND CONDUIT AS REQUIRED BY VERTICAL AND HORIZONTAL EQUIPMENT LOCATIONS OR OTHER JOB CONDITIONS, SHALL BE PROVIDED TO COMPLETE THE WORK AT NO ADDITIONAL COST TO THE OWNER.
- EXCEPT WHERE SHOWN IN DIMENSIONAL DETAIL, THE LOCATIONS OF EQUIPMENT SHOWN ON PLANS ARE APPROXIMATE. SUCH ITEMS SHALL BE PLACED TO ELIMINATE INTERFERENCE WITH OTHER EQUIPMENT. THE EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE NATIONAL & LOCAL CODES.
- MATERIALS SHALL BE LISTED BY THE UNDERWRITER'S LABORATORIES, INC. SHOULD PLANS AND CODES CONFLICT, CONTACT THE CONSTRUCTION MANAGER. MAKE NO CHANGES, EVEN IN CASE OF CONFLICT, WITHOUT FIRST OBTAINING THE APPROVAL OF THE CONSTRUCTION MANAGER.
- ELECTRICAL EQUIPMENT OR EQUIPMENT WITH ELECTRICAL CIRCUITS SHALL BE GROUNDED IN ACCORDANCE WITH NFPA 70 ARTICLE 250. ALL NON-CURRENT CARRYING METALLIC PARTS SHALL BE GROUNDED. THE EQUIPMENT GROUNDING CONDUCTOR SHALL BE BONDED TO ALL ENCLOSURES AND BOXES IN WHICH IT TERMINATES OR PASSES THOUGH.
- BONDING JUMPERS SHALL BE USED TO BOND CONDUIT TO ENCLOSURES, BOXES, AND EQUIPMENT WHERE CONCENTRIC OR ECCENTRIC KNOCKOUTS ARE USED.
- EQUIPMENT SIZES INDICATED ARE MINIMUM. BEFORE INSTALLING ANY WIRE OR CONDUIT, THE SUBCONTRACTOR SHALL OBTAIN THE EXACT EQUIPMENT REQUIREMENTS AND SHALL INSTALL WIRE, CONDUIT, CIRCUIT BREAKERS AND OTHER ITEMS OF THE CORRECT SIZE FOR THE EQUIPMENT ACTUALLY INSTALLED. HOWEVER, WIRE AND CONDUIT SIZES FOR THE EQUIPMENT SHALL BE TAKEN AS A MINIMUM AND SHALL NOT BE REDUCED WITHOUT WRITTEN APPROVAL.
- THE INSTALLATION OF THE ELECTRICAL WORK SHALL BE COORDINATED WITH THE WORK OF THE OTHER TRADES.
- THE INSTALLATION SHALL BE ACCOMPLISHED BY WORKERS SKILLED IN THIS TYPE OF WORK AND HAVING AN ELECTRICAL CONTRACTOR'S LICENSE.
- THE CONTRACTOR SHALL INSTALL HIS WORK IN SUCH A MANNER AND AT SUCH A TIME AS WILL REQUIRE A MINIMUM OF CUTTING AND PATCHING OF THE BUILDING STRUCTURE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE FOR REPAIR OR REPLACEMENT OF THE UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE COMPLETION OF THIS WORK.
- ALL BOLTS, NUTS, WASHERS, ETC. USED FOR GROUNDING AND BONDING CONNECTIONS SHALL BE SILICON BRONZE. CONTRACTOR SHALL UTILIZE CONNECTORS TO PREVENT GALVANIC ACTION.
- ALL EXPOSED ELECTRICAL CONDUIT VULNERABLE TO MECHANICAL DAMAGE SHALL BE RIGID GALVANIZED STEEL, UNLESS NOTED OTHERWISE. ALL OTHER CONDUIT INSIDE FACILITY SHALL BE ELECTRICAL METAL TUBE (EMT). CONDUITS SHALL BE SUPPORTED BY SUITABLE CLAMPS, HANGERS OR STRAPS TO PROVIDE A RIGID INSTALLATION.
- CONDUIT SUPPORTS SHALL NOT BE FASTENED OR ATTACHED TO OTHER PIPES. EMPTY CONDUIT SHALL BE THOROUGHLY SWABBED OUT WITH DRY SWAB TO REMOVE MOISTURE AND DEBRIS BEFORE WIRE IS DRAWN IN. END OF CONDUIT SHALL BE TIGHTLY PLUGGED UNTIL WIRE IS PULLED. NO CONDUIT SHALL BE LOCATED TO IMPAIR THE STRENGTH OF STRUCTURAL MEMBERS. MAKE CHANGES IN DIRECTION OF RUNS WITH SYMMETRICAL BENDS. DO NOT INSTALL CRUSHED OR DEFORMED CONDUITS. AVOID TRAPPED CONDUITS. PREVENT PLASTER, DIRT, OR TRASH FROM LODGING IN CONDUIT, BOXES, FITTINGS. FREE CLOGGED CONDUITS OF OBSTRUCTIONS.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY LUGS REQUIRED TO TERMINATE CONDUCTORS AS INDICATED ON THE CONTRACT DOCUMENTS.
- PROVIDE A FIRE STOP SYSTEM FOR ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES. FIRE STOP COMPOUND SHALL BE ONE-PART MATERIALS REQUIRING NO CRITICAL MIXING OR HEAT TO ACTIVATE THE SEAL. THE SYSTEM MUST MAINTAIN THE INTEGRITY OF THE RATED ASSEMBLY WHEN TESTED IN ACCORDANCE WITH ASTM E-814. REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION. THE INSTALLATION SHALL BE MADE SO THAT THERE IS NO DEGRADATION OF THE DESIGNED FIRE RATINGS.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SUBMIT FOR APPROVAL A DETAILED PLAN OF THE PROPOSED SEQUENCE OF WORK. PLAN SHALL IDENTIFY MAJOR CONSTRUCTION MILESTONES, PLANNED UTILITY OUTAGES AND ACTIVITIES REQUIRED BY THE OWNER.
- MULTI-WIRE CIRCUITS PROHIBITED UNLESS OTHERWISE SPECIFICALLY NOTED.

LIGHT FIXTURE SCHEDULE

TYPE	DESCRIPTION	CATALOG	LAMP	VOLTAGE	REMARKS
A	2'x4' RECESSED LED TROFFER, 4000 LUMENS OUTPUT, 80CRI, 4000K, DIMMABLE, WHITE HOUSING, SATIN WHITE DIFFUSER	LITHONIA #CPX-4000LM-80CRI-40K-SWL-MIN10-ZT-MVOLT	39W LED	120/277	
AE	SAME AS 'A' BUT WITH EMERGENCY BACKUP	LITHONIA #CPX-4000LM-80CRI-40K-SWL-MIN10-ZT-MVOLT-E10WLCP	39W LED	120/277	
B	2'x2' RECESSED LED TROFFER, 3200 LUMENS OUTPUT, 80CRI, 4000K, DIMMABLE, WHITE HOUSING, SATIN WHITE DIFFUSER	LITHONIA #CPX-3200LM-80CRI-40K-SWL-MIN10-ZT-MVOLT	32W LED	120/277	
BE	SAME AS 'B' BUT WITH EMERGENCY BACKUP	LITHONIA #CPX-3200LM-80CRI-40K-SWL-MIN10-ZT-MVOLT-E10WLCP	32W LED	120/277	
C	LINEAR PENDANT MOUNTED LED UPLIGHT/DOWNLIGHT WITH EMERGENCY BACKUP AND INTEGRAL SENSOR	LITHONIA #GRD-LSL-16FT-MSL8-80CRI-40K-ID1000LMF-20/80-MIN1-ZT-277-SCT-2EC-W4A-C210-PD	125W LED	120/277	
D	2'x4' LED SURFACE-MOUNT CEILING, FLUSH MOUNT, 3400 LUMEN, 80CRI, 40K, DIMMABLE, WHITE HOUSING, BRUSHED NICKEL FINISH	LITHONIA #FMLBML 48IN 40K 80CRI BN	36W LED	120/277	
DE	THE SAME AS 'D' BUT ON AN EMERGENCY BACKUP CIRCUIT		36W LED	120/277	
E	2'x2' LED SURFACE-MOUNT CEILING, FLUSH MOUNT, 2200 LUMEN, 80CRI, 40K, DIMMABLE, WHITE HOUSING, BRUSHED NICKEL FINISH	LITHONIA #FMLBML 24IN 40K 80CRI BN	25W LED	120/277	
EE	THE SAME AS 'E' BUT ON AN EMERGENCY BACKUP CIRCUIT		25W LED	120/277	



VIEW CALLOUT BUBBLE
N.T.S.

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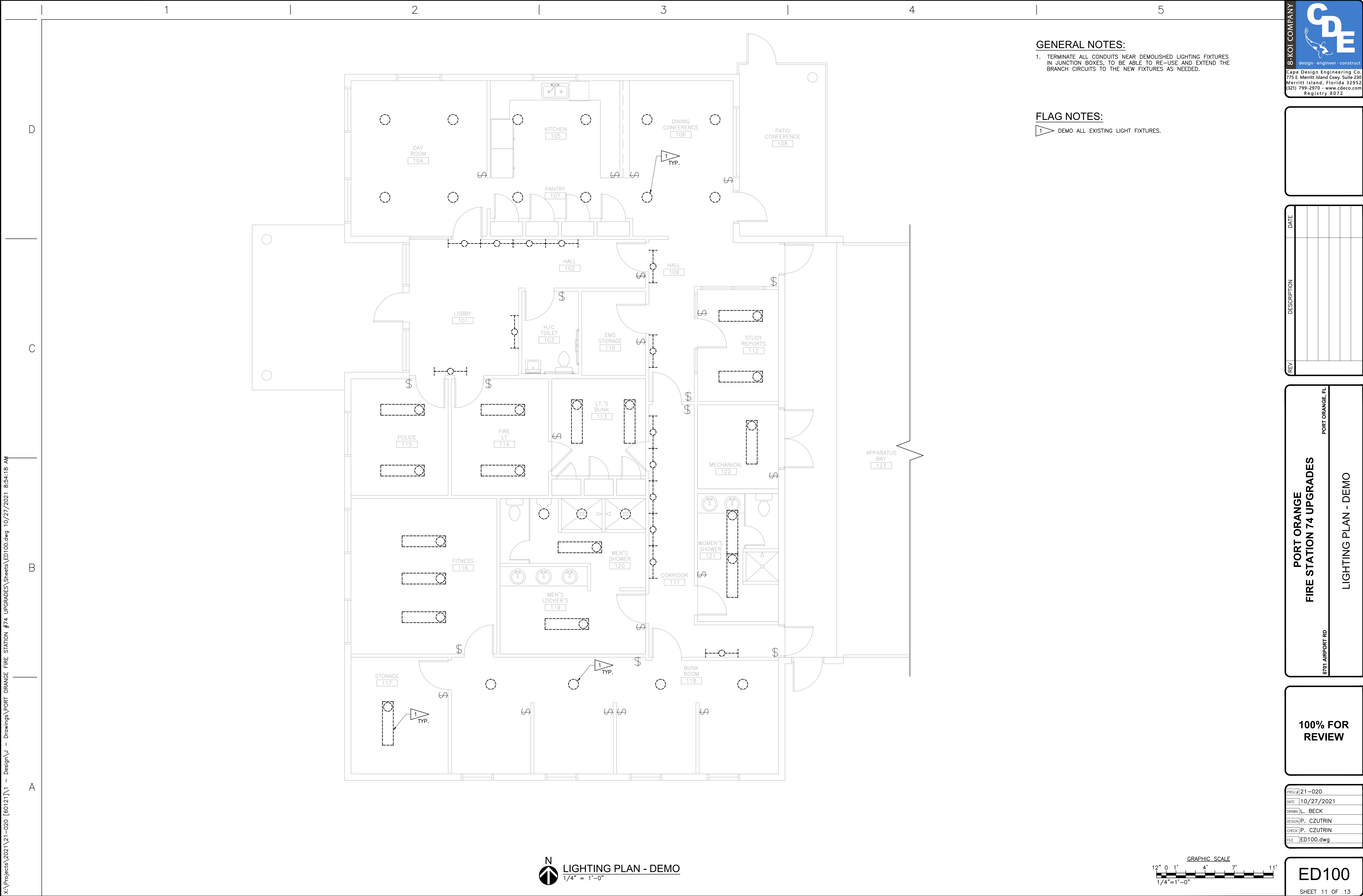
PORT ORANGE
FIRE STATION 74 UPGRADES
6701 AIRPORT RD
PORT ORANGE, FL
ELECTRICAL ABBREVIATIONS, LEGENDS AND NOTES

100% FOR
REVIEW

PROJ.#	21-020
DATE	10/27/2021
DRAWN	L. BECK
DESIGN	P. CZUTRIN
CHECK	P. CZUTRIN
FILE	E-001.dwg

E-001
SHEET 10 OF 13

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PORT ORANGE FL

PORT ORANGE FIRE STATION 74 UPGRADES

6701 AIRPORT RD

LIGHTING PLAN - DEMO

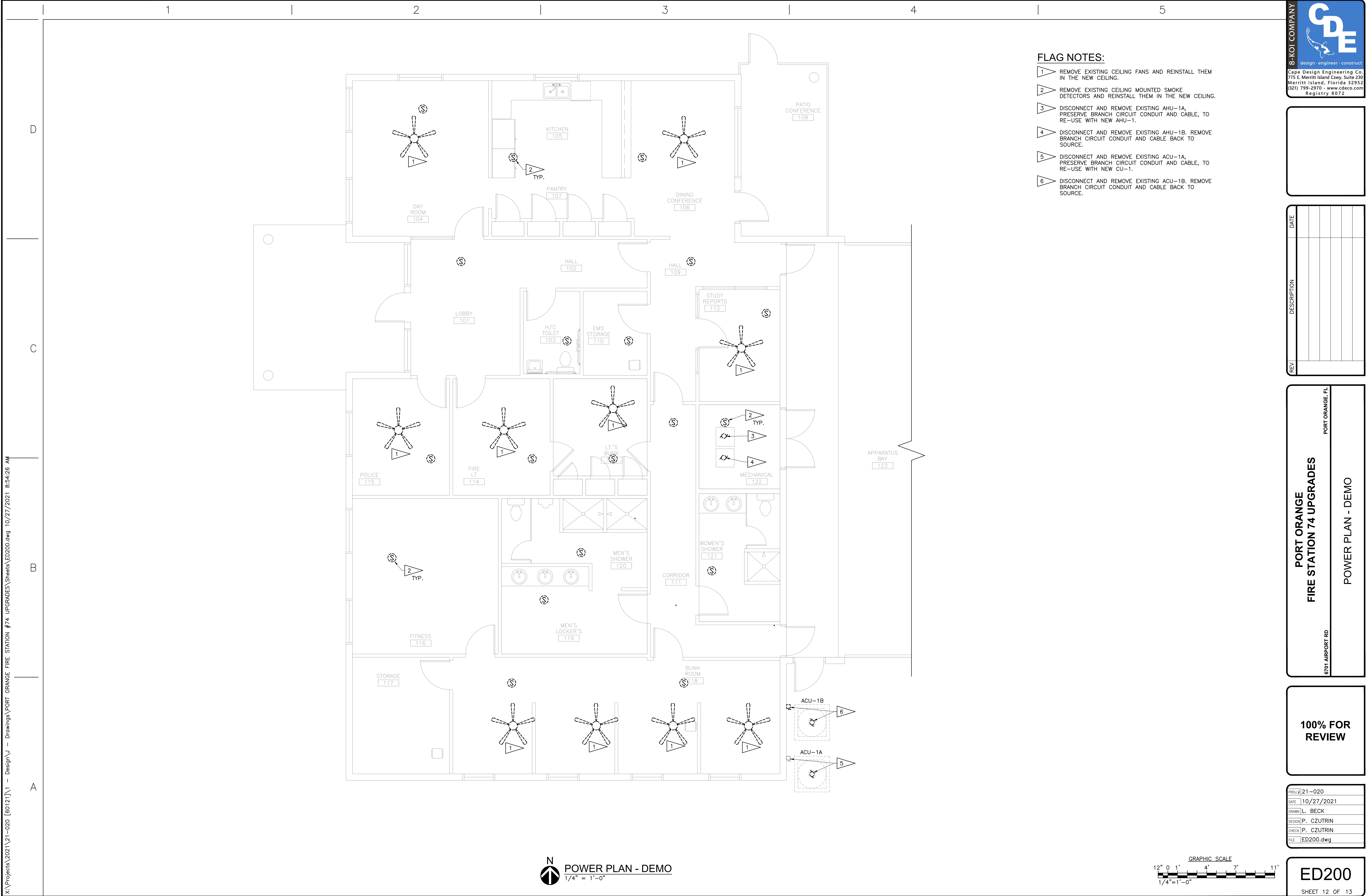
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FLAG NOTES:

- 1 REMOVE EXISTING CEILING FANS AND REINSTALL THEM IN THE NEW CEILING.
- 2 REMOVE EXISTING CEILING MOUNTED SMOKE DETECTORS AND REINSTALL THEM IN THE NEW CEILING.
- 3 DISCONNECT AND REMOVE EXISTING AHU-1A, PRESERVE BRANCH CIRCUIT CONDUIT AND CABLE, TO RE-USE WITH NEW AHU-1.
- 4 DISCONNECT AND REMOVE EXISTING AHU-1B. REMOVE BRANCH CIRCUIT CONDUIT AND CABLE BACK TO SOURCE.
- 5 DISCONNECT AND REMOVE EXISTING ACU-1A, PRESERVE BRANCH CIRCUIT CONDUIT AND CABLE, TO RE-USE WITH NEW CU-1.
- 6 DISCONNECT AND REMOVE EXISTING ACU-1B. REMOVE BRANCH CIRCUIT CONDUIT AND CABLE BACK TO SOURCE.

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PORT ORANGE, FL

PORT ORANGE FIRE STATION 74 UPGRADES

6701 AIRPORT RD

POWER PLAN - DEMO

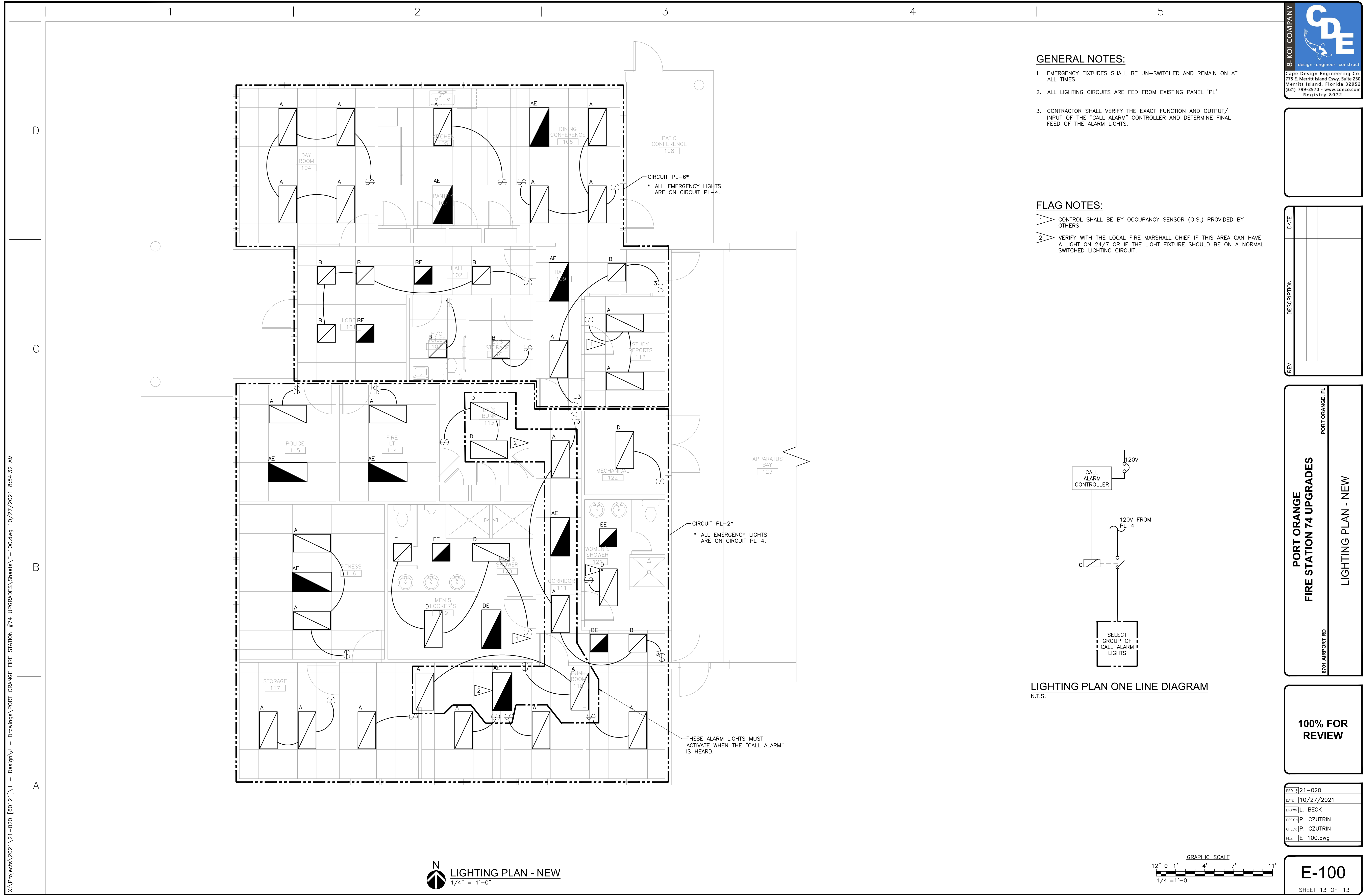
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REV	DATE	DESCRIPTION

PORT ORANGE, FL
PORT ORANGE FIRE STATION 74 UPGRADES
6701 AIRPORT RD
LIGHTING PLAN - NEW

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DATE 10/27/2021
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FILE E-100.dwg

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SHEET 13 OF 13

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D

C

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FLAG NOTES:

- FURNISH AND INSTALL (3) #12, (1) #12 GND IN 3/4" CONDUIT. FURNISH AND INSTALL 3P-30A NON-FUSED DISCONNECT SWITCH IN NEMA 1 ENCLOSURE.
- FURNISH AND INSTALL (3) #6, (1) #10 GND IN 1" CONDUIT. FURNISH AND INSTALL 3P-60A NON-FUSED DISCONNECT SWITCH IN NEMA 1 ENCLOSURE.
- FURNISH AND INSTALL (3) #2, (1) #8 GND IN 1-1/2" CONDUIT. FURNISH AND INSTALL 3P-100A NON-FUSED DISCONNECT SWITCH IN NEMA 4X STAINLESS STEEL ENCLOSURE.
- RE-INSTALL EXISTING CEILING MOUNTED SMOKE DETECTORS IN THE NEW CEILING.

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PORT ORANGE
FIRE STATION 74 UPGRADES
6701 AIRPORT RD
PORT ORANGE, FL
POWER PLAN - NEW

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E-200
SHEET 14 OF 13

N
POWER PLAN - NEW
1/4" = 1'-0"

GRAPHIC SCALE
12" 0 1' 4' 7' 11'
1/4"=1'-0"

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GENERAL NOTES:

1. THIS EXISTING PANEL LOADS ARE THE BEST AVAILABLE TO THE EOR. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING PANEL LOADS AND UPDATE PANEL SCHEDULES ACCORDINGLY
2. ALL EXISTING LOADS ARE TO REMAIN EXCEPT THE NEW AS SHOWN

120/280 VOLT, 3 PH, 4 W, 400 AMP MCB															PM	
SURFACE MOUNTED, NEMA 1																
P	DESCRIPTION	BKR	PHASE	W	G	C	KVA		KVA	C	G	W	PHASE	BKR	DESCRIPTION	P
1	AHU-1	70A	3	4	8	1.25	3.1	PHASE A	6.15	1.25	8		3	80A	CU-1	2
3							3.1	PHASE B	6.15							4
5							3.1	PHASE C	6.15							6
7	SPARE	20A						PHASE A						20A	SPARE	8
9	SPARE	20A						PHASE B						20A	SPARE	10
11	SPARE	20A						PHASE C	1.5	0.5	12	12	2	20A	VAV-5	12
13	VAV-1	20A	2	12	12	0.5	0.75	PHASE A	1.5							14
15							0.75	PHASE B	1							0.5
17	VAV-2	20A	2	12	12	0.5	0.75	PHASE C	4.5	3/4	10	6	2	60A	ELECTR WATER HEATER-2	18
19							0.75	PHASE A	4.5							20
21	KITCHEN HOOD	20A	1	12	12	1/2	0.5	PHASE B	4.5	3/4	10	6	2	60A	ELECTR WATER HEATER-1	22
23	RANGE	100A	2	3	8	1.25	7.9	PHASE C	4.5							24
25							7.9	PHASE A	0.5	0.5	12	12	2	20A	VAV-6	26
27	EF-5	20A	1	12	12	0.6	PHASE B	0.5	28							
29	EF-6	30A	1	12	12		0.6	PHASE C	0.75	0.5	12	12	2	20A	VAV-7	30
31	DRYER	20A	2	12	12		1.5	PHASE A	0.75							32
33							1.5	PHASE B	0.5	0.5	12	12	2	20A	VAV-8	34
35	VAV-3	20A	2	12	12	0.5	0.75	PHASE C	0.5							36
37	VAV-4	20A	2	12	12	0.5	0.75	PHASE A	14.2	1.5	6	1/0	3	150A	PANEL PL	38
39							0.25	PHASE B	14.7							40
41							0.25	PHASE C	15.7							42
CONN.		KVA	LOAD		NEC		DF		DEM. KVA				Ⓢ SHUNT TRIP - ACTIVATED BY FIRE ALARM			
PHASE A		42.35														
PHASE B		34.05														
PHASE C		46.95														
TOTAL		123.35														

120/280 VOLT, 3 PH, 4 W, 225 AMP MLO														PL		
SURFACE MOUNTED, NEMA 1																
P	DESCRIPTION	BKR	PHASE	W	G	C	KVA		KVA	C	G	W	PHASE	BKR	DESCRIPTION	P
1	LIGHTS: GARAGE BAY	20A	1	12	12	1/2	1	PHASE A	0.82	1/2	12	12	1	20A	LIGHTS: BUNKS, RESTR	2
3	LIGHTS: GARAGE BAY	20A	1	12	12	1/2	0.9	PHASE B	0.63	1/2	12	12	1	20A	EMERG. AND ALARM LTG	4
5	LIGHTS: LAUNDR, SHOP	20A	1	12	12	1/2	0.6	PHASE C	0.67	1/2	12	12	1	20A	LIGHTS: DAY, KITCH, CONF	6
7	LIGHTS: EXTERIOR	20A	1	12	12	1/2	0.6	PHASE A	1	1/2	12	12	1	20A	REFRIGERATOR	8
9	LIGHTS: FLAG/SIGN	20A	1	10	12	1/2	0.5	PHASE B	1	1/2	12	12	1	20A	CEILING FANS, LIGHTS	10
11	LIGHTS: PARKING	20A	1	8	10	3/4	1.4	PHASE C	1.8	1/2	12	12	1	20A	ICE MACHINE	12
13	FIRE ALARM SYSTEM	20A	1	12	12	1/2	0.5	PHASE A	1.5	1/2	12	12	1	20A	WATER COOLER	14
15	DEUCT DETECTOR POWER	20A	1	12	12	1/2	0.2	PHASE B	1.3	1/2	12	12	1	20A	RECEPTACLES	16
17	PA SYSTEM	20A	1	12	12	1/2	0.5	PHASE C	1.6	1/2	12	12	1	20A	RECEPTACLES	18
19	RECEPTACLES	20A	1	12	12	1/2	1	PHASE A	1.1	1/2	12	12	1	20A	RECEPTACLES	20
21	VENDING MACHINE	20A	1	12	12	1/2	1	PHASE B	1.6	1/2	12	12	1	20A	RECEPTACLES	22
23	VENDING MACHINE	20A	1	12	12	1/2	1	PHASE C	1.6	1/2	12	12	1	20A	RECEPTACLES	24
25	GARAGE DOOR MOTOR a	20A	1	12	12	1/2	1.2	PHASE A	1.1	1/2	12	12	1	20A	RECEPTACLES	26
27	GARAGE DOOR MOTOR b	20A	1	12	12	1/2	1.2	PHASE B	1.8	1/2	12	12	1	20A	RECEPTACLES	28
29	GARAGE DOOR MOTOR c	20A	1	12	12	1/2	1.2	PHASE C	1.6	1/2	12	12	1	20A	RECEPTACLES	30
31	GARAGE DOOR MOTOR d	20A	1	12	12	1/2	1.2	PHASE A	0.9	1/2	12	12	1	20A	POWER FOR CO SENSOR	32
33	GARAGE DOOR MOTOR e	20A	1	12	12	1/2	1.2	PHASE B	1.8	1/2	12	12	1	20A	RECEPTACLES	34
35	GARAGE DOOR MOTOR f	20A	1	12	12	1/2	1.2	PHASE C	1.8	1/2	12	12	1	20A	RECEPTACLES	36
37	GARBAGE DISPOSAL	20A	1	10	0.6	1/2	0.5	PHASE A	1.1	1/2	12	12	1	20A	RECEPTACLES	38
39	LIGHTS: EXT GARAGE	20A	1	12	12	1/2	1	PHASE B	1.6	1/2	12	12	1	20A	RECEPTACLES	40
41	LIGHTS: EXT GARAGE	20A	1	12	12	1/2	1	PHASE C	1.1	1/2	12	12	1	20A	RECEPTACLES	42
CONN.		KVA	LOAD			NEC			DF			DEM. KVA			Ⓢ CIRCUIT ON A PHOTOCELL	
PHASE A		13.52													ⓧGFI CIRCUIT BREAKER	
PHASE B		13.73														
PHASE C		14.47														
TOTAL		41.72														

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PORT ORANGE
FIRE STATION 74 UPGRADES

6701 AIRPORT RD

PORT ORANGE, FL

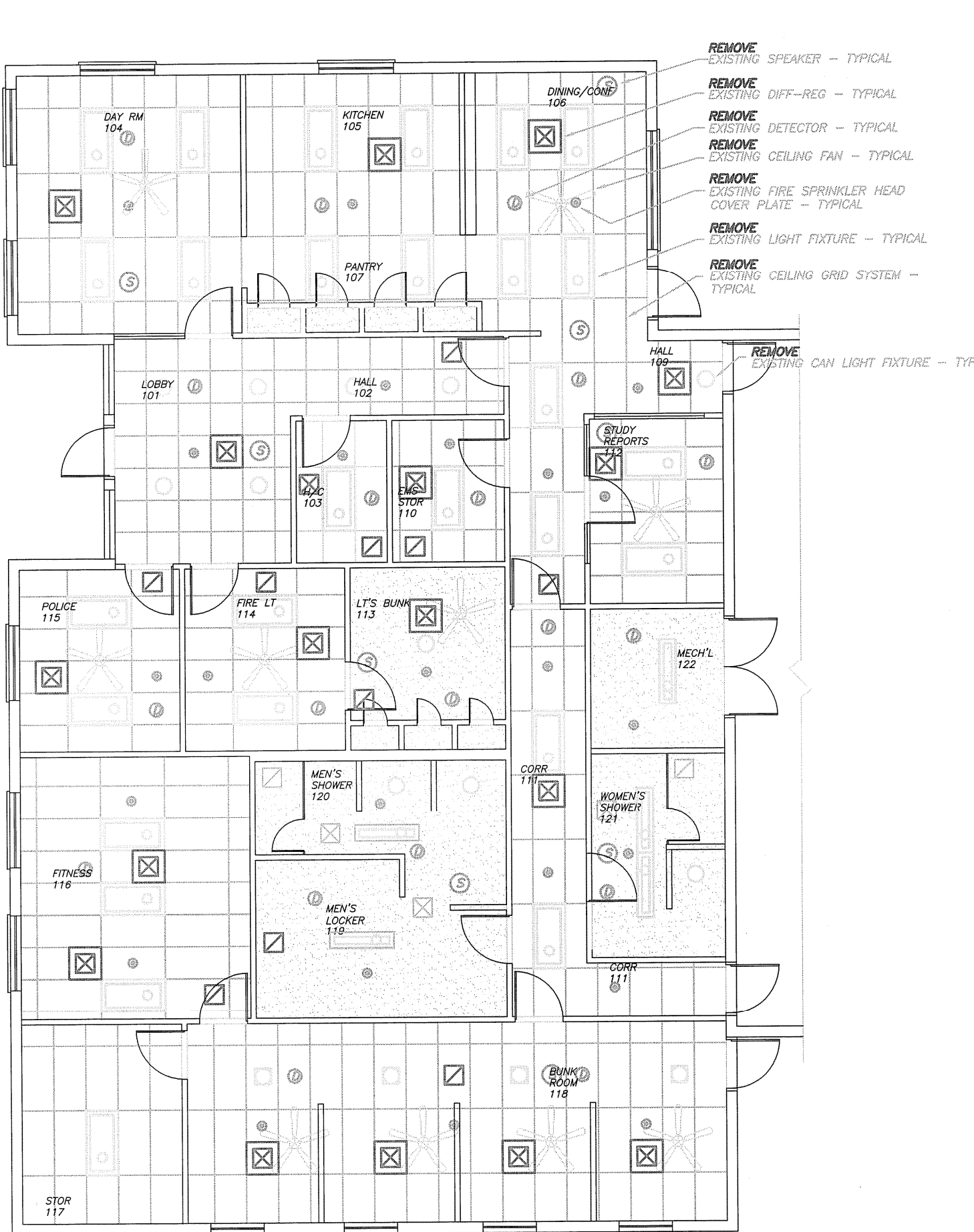
PANELBOARD SCHEDULES

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REVIEW

PROJ.#	21-020
DATE	10/27/2021
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SHEET 15 OF 13

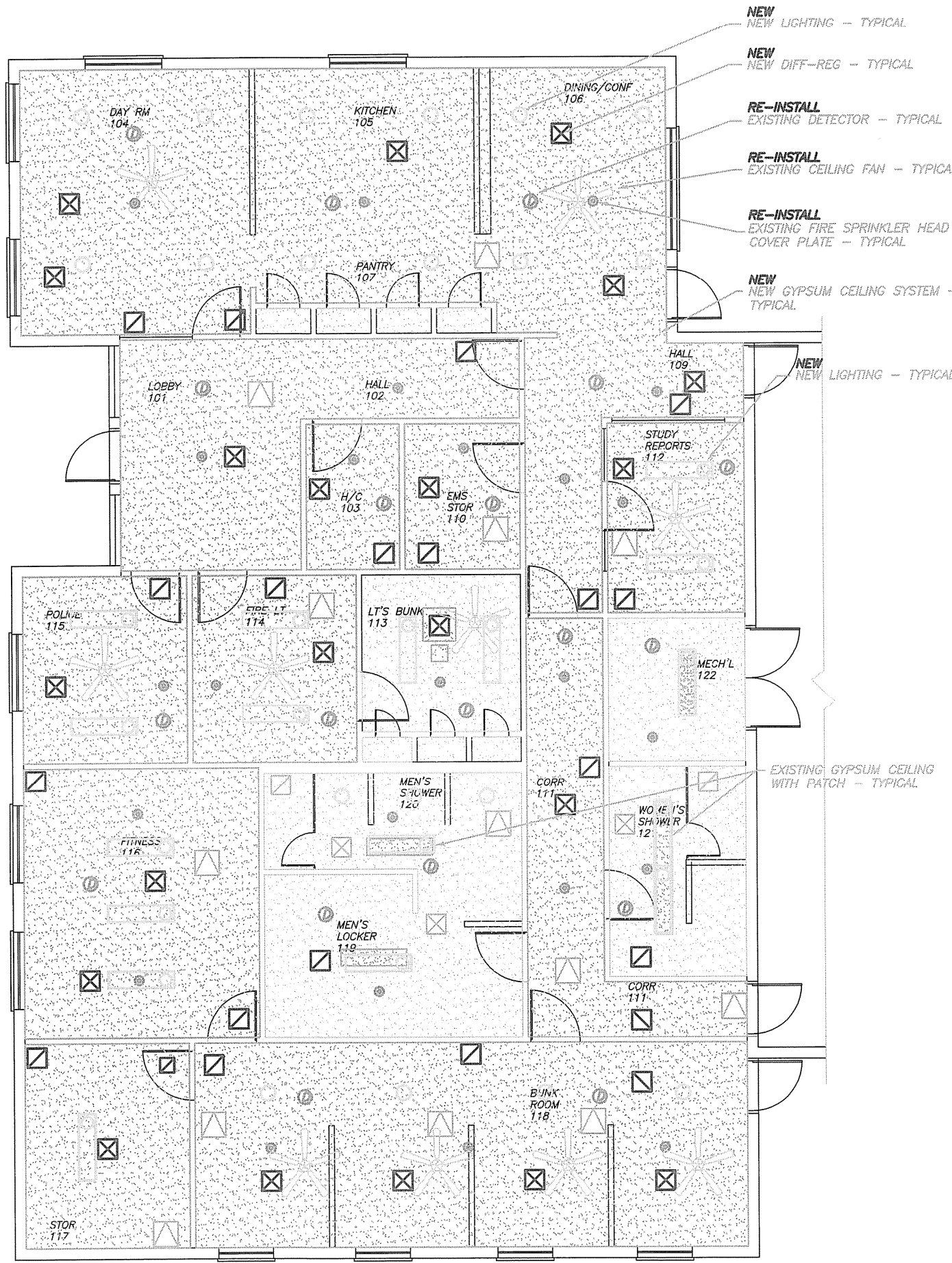
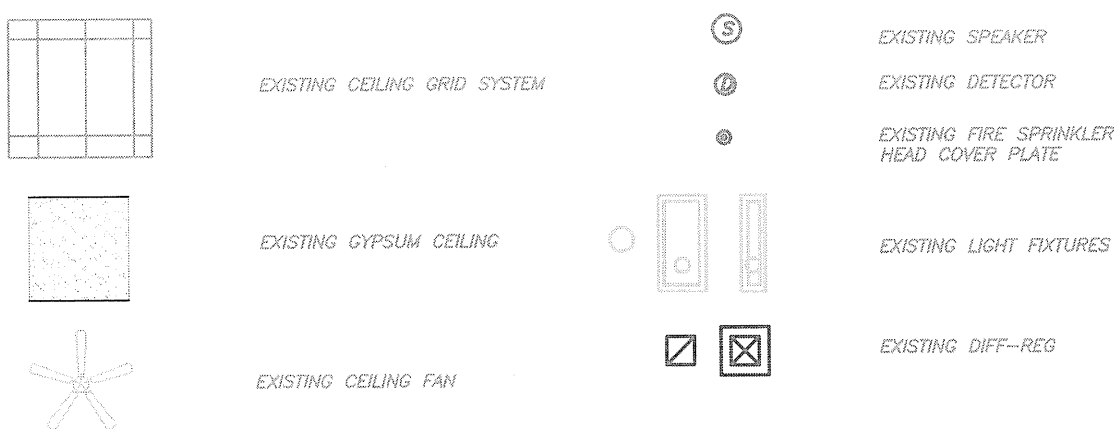


REFLECTED CEILING DEMOLITION PLAN
1/8" = 1'-0"

REFLECTED CEILING DEMOLITION PLAN NOTES

- 1 REMOVE ALL LAY-IN TILE CEILING SYSTEMS (TILE, GRID, WALL MOLD).
- 2 REMOVE ALL EXISTING 6" BATT INSULATION.
- 3 REMOVE EXISTING "TYVEK" AIR BARRIER "WRAP".
- 4 REMOVE ALL EXISTING RECESSED 2"x4" LIGHTS AND TURN OVER TO OWNER.
- 5 REMOVE CEILING MOUNTED SPEAKERS, RELOCATE TO WALL.
- 6 REMOVE ALL EXISTING CAN AND SQUARE LIGHTS AND TURN OVER TO OWNER.
- 7 REMOVE CEILING FANS, TO BE RE-INSTALLED.
- 8 INSPECT FIRE SPRINKLER HEADS AND COVER PLATES FOR DAMAGE AND PREPARE WRITTEN REPORT ON CONDITION AND HAND OVER TO OWNER - REMOVE COVER PLATES AND SPRINKLER HEADS IN MANNER TO PREVENT DAMAGE - COORDINATE PIPE DROP LENGTH WITH CEILING INSTALLER - REMOVE PIPE DROPS THAT ARE TOO LONG OR TOO SHORT FOR NEW CEILING INSTALLATION - INSTALL NEW PIPE DROPS AS REQUIRED - PLUG ALL PIPE OPENINGS FOR PROTECTION DURING CONSTRUCTION - COMPLY WITH NFPA 13 - SEE SHEET Hvac1.0 FOR ADDITIONAL REQUIREMENTS
- 9 REMOVE EXISTING SQUARE LIGHT IN LT'S BUNK 113 AND TURN OVER TO OWNER.
- 10 REMOVE EXISTING CEILING SPEAKERS (SPEAKERS TO BE WALL MOUNTED). PATCH, SEAL HOLES IN REMAINING GYPSUM CEILING
- 11 REMOVE EXISTING CEILING DETECTORS.
- 12 REMOVE EXISTING RECESSED LIGHT FIXTURE IN REMAIN GYPSUM CEILINGS (TO BE PATCHED)
- 13 STORAGE ROOM 117 WAS NOT ACCESSIBLE DURING DESIGN - FIELD VERIFY LOCATION OF DETECTOR, SPEAKER, LIGHTS, SPRINKLER AND DIFF-REG

EXISTING CEILING LEGEND



REFLECTED CEILING PROPOSED PLAN
1/8" = 1'-0"

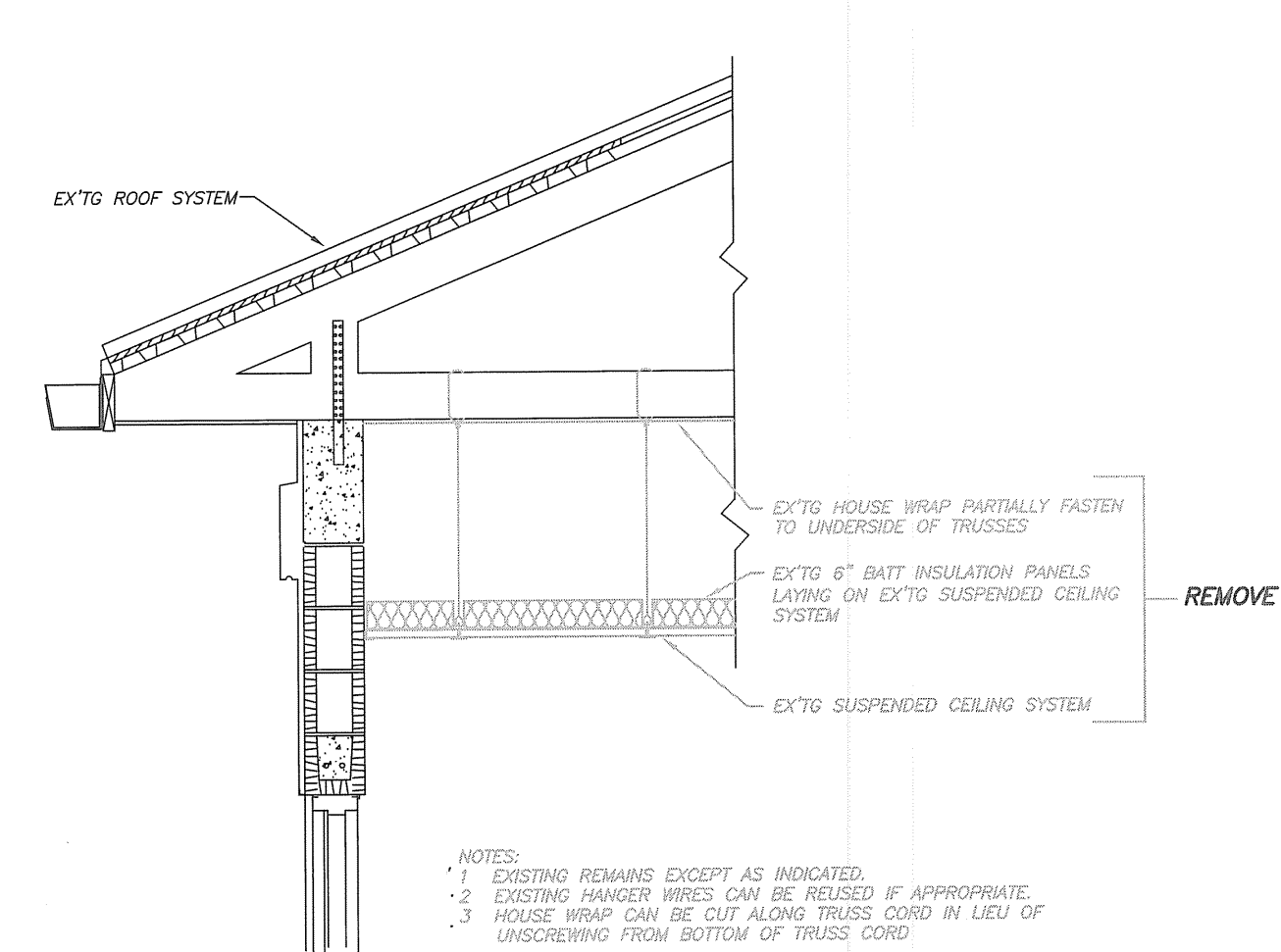
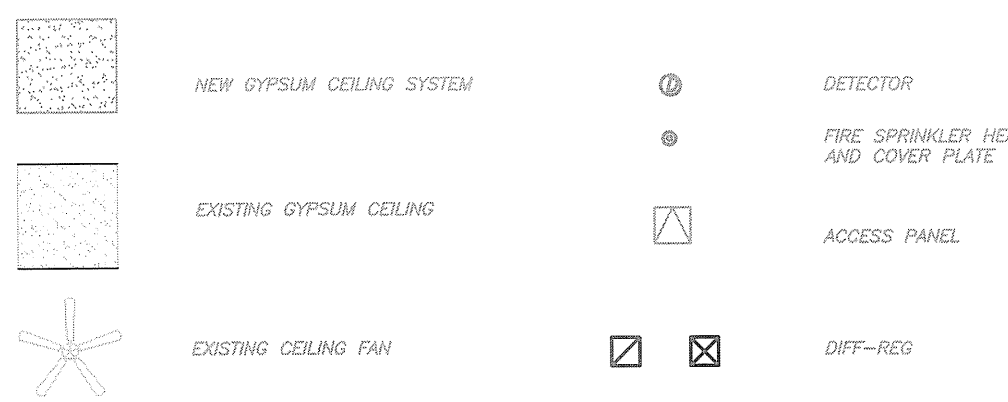
REFLECTED CEILING PROPOSED PLAN NOTES

- 1 PROVIDE NEW GYPSUM BOARD CEILING. SEE DETAIL "B".
- 2 PROVIDE NEW 12" BATT INSULATION, R-38.
- 3 PROVIDE NEW SURFACE MOUNTED LIGHT FIXTURE. SEAL ALL PENETRATIONS THROUGH NEW AIR BARRIER GYPSUM CEILING
- 4 RELOCATE SPEAKERS TO WALL.
- 5 RE-INSTALL CEILING DETECTORS. SEAL AROUND DETECTORS IN CEILING SPACE
- 6 RE-INSTALL CEILING FANS. MODIFY AS REQUIRED TO RE-INSTALL IN GYPSUM CEILING
- 7 INSTALL EXISTING AND REPLACED FIRE SPRINKLERS AND COVER PLATES AND PLACE SYSTEM INTO SERVICE PER NFPA 13 - SEE SHEET Hvac2.0 FOR ADDITIONAL REQUIREMENTS
- 8 PATCH OPENINGS IN EXISTING GYPSUM CEILINGS REMAINING
- 9 PROVIDE 3'x4' CEILING ACCESS IN DAY ROOM CEILING - COORDINATE EXACT LOCATION WITH OWNER AFTER DEMOLITION OF EXISTING CEILING

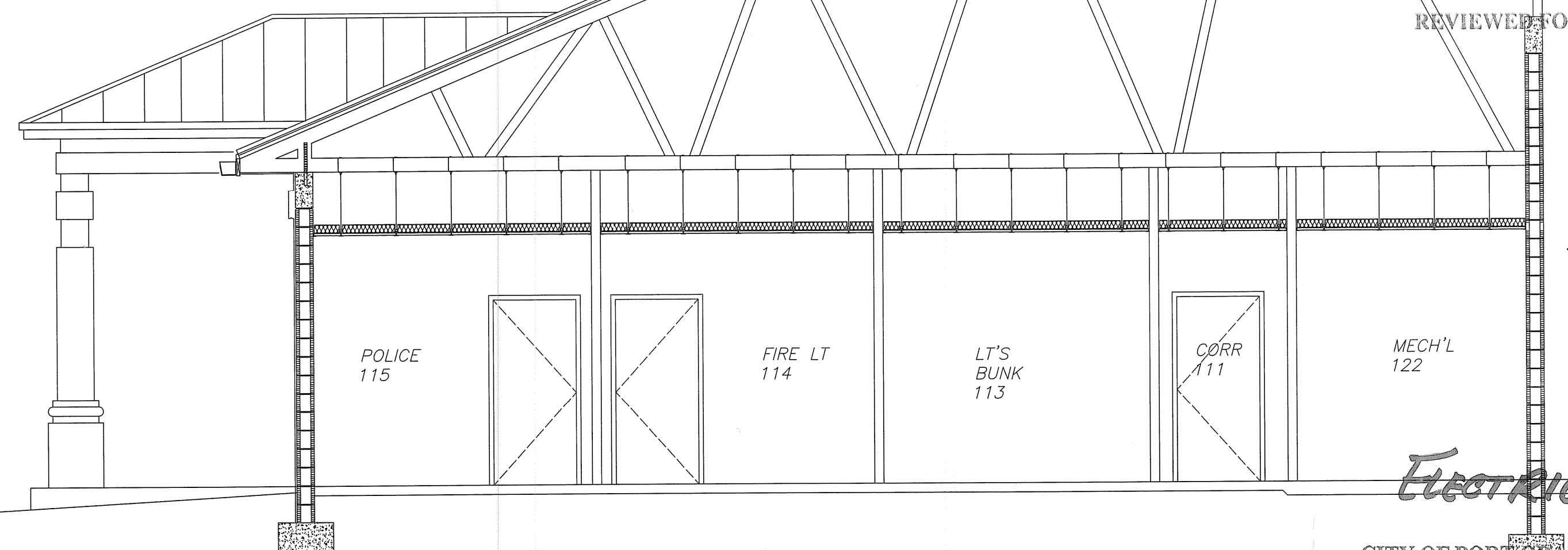
STATION 74 BID ALTERNATE #1 NOTE:

PROVIDE 6" TO 8" PAINTED ACCEENT BAND AT ALL NEW DRYWALL CEILINGS IF REQUIRED TO "COVER UP" WALL TO CEILING CONNECTION. THIS ALTERNATE MAY OR MAY NOT BE USED, BASED ON JOB CONDITIONS. COST TO ADD "PAINTED BAND" AT NEW DRYWALL CEILINGS: ADD \$ _____

PROPOSED CEILING LEGEND

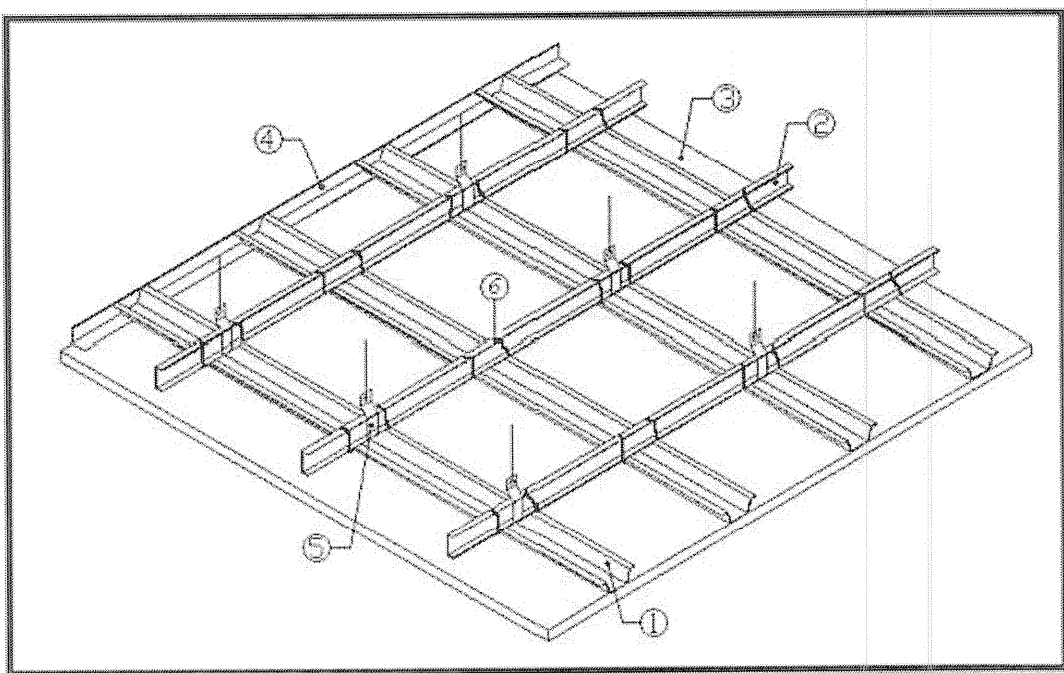


CEILING DEMOLITION SECTION DETAIL "A"
1/2" = 1'-0"



DEMOLITION SECTION DETAIL
1/4" = 1'-0"

NOTE:
SECTION PROVIDED FOR CLARITY. REFER TO DETAIL "A"



SYSTEM OVERVIEW
THE FURRING CEILING SYSTEM IS A METHOD OF FIXING ONE LAYER OF 5/8" TYPE 'X' DRYWALL TO METAL SUSPENDED GRID TO PROVIDE A SMOOTH CEILING WHERE ADDITIONAL DECORATION MAY BE APPLIED

- SYSTEM COMPONENTS:
1. 7/8" FURRING / HAT CHANNEL (0.0235" MIN. STL THICKNESS)
 2. 1 1/2" CIRC HANG CHANNEL (16 GAUGE)
 3. 5/8" (SINGLE LAYER) TYPE 'X' DRYWALL
 4. 2"x2" X 7/8" WALL ANGLE
 5. CHANNEL BRACKET NOT USED - WRAP WIRE AROUND CRC
 6. FURRING CHANNEL CLIP (8 GAUGE)

FIXING NOTES:
THE HANG CHANNELS SHOULD HAVE MAXIMUM CENTERS OF 48" (1200 MM) - THE FURRING CHANNELS SHOULD HAVE MAXIMUM CENTERS OF 24" (600 MM) SINGLE PLASTERBOARD - 1 1/8" (32 MM) DRYWALL SCREWS MAY BE USED TO FIX THE DRYWALL TO THE FURRING CHANNELS - WIRE CLIPS SHOULD BE USED AT EVERY INTERSECTION BETWEEN THE HANG AND FURRING CHANNELS - SUSPENDED CEILING HANGERS SHOULD BE USED AT LEAST EVERY 48" (1200MM)

FURRING CEILING SYSTEM INSTALLATION DETAIL "B"
NTS

CITY EQUIPMENT NOTES

- 1 THE AIR HANDLERS (AHU'S) AND CONDENSING UNITS (ACU'S) WILL BE CITY PURCHASED. THE CITY WILL PAY THE EQUIPMENT SUPPLIER OF THE TWO (2) AHU'S AND TWO (2) ACU'S FOR FIRE STATIONS #71 AND #74, IN ORDER TO TAKE ADVANTAGE OF THE SALES TAX EXEMPTION FOR THE CITY OF PORT ORANGE.
- 2 A/C CONTRACTOR IS TO TURN OVER THE TWO (2) CONDENSING UNITS (ACU'S) AND THE TWO (2) AIR HANDLING UNITS (AHU'S) FOR EACH OF THE FIRE STATIONS, #71 AND #74. HVAC CONTRACTOR WILL PROVIDE LABOR TO LOAD EQUIPMENT ON CITY TRUCK. CITY WILL TRANSPORT TO PUBLIC WORKS AND UNLOAD WITH CITY FORCES

CITY OF PORT ORANGE - PLAN REVIEW

PERMIT NUMBER **13-2568**
ADDRESS **6701 Airport Rd.**
REVIEWED BY **REH**
DATE APPROVED **8/5/13**
REVIEWED FOR CODE COMPLIANCE

ELECTRICAL

CITY OF PORT ORANGE - PLAN REVIEW

PERMIT NUMBER **13-2612**
ADDRESS **6701 Airport Rd.**
REVIEWED BY **REH**
DATE APPROVED **8/5/13**
REVIEWED FOR CODE COMPLIANCE

COMPLIANCE NOTES

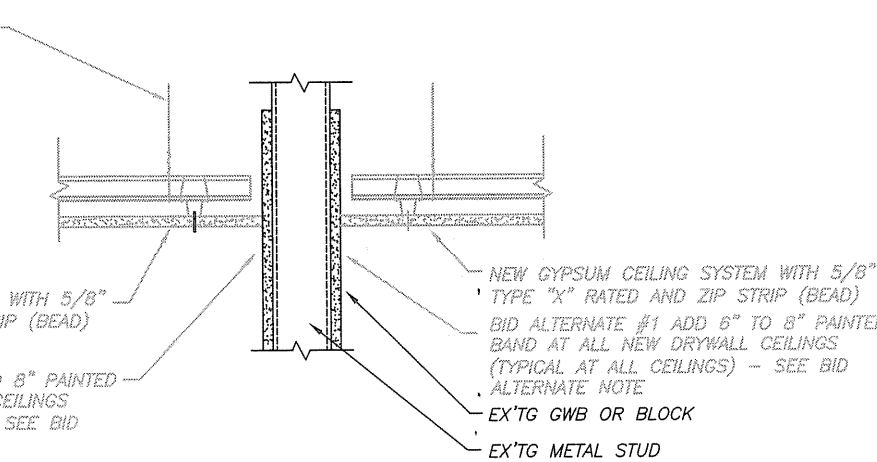
THIS IS A LEVEL 2 ALTERATION AS PER FBC-EXISTING BUILDING
THIS IS A WORK AREA COMPLIANCE METHOD AS PER FBC-EXISTING BUILDING

A PERMIT IS ONLY AN APPROVAL TO BEGIN WORK.
The contractor of record must comply with all state and local codes and regulations, regardless of what may be shown or omitted on the plans, and regardless of any contract or agreement with any party under any circumstance.

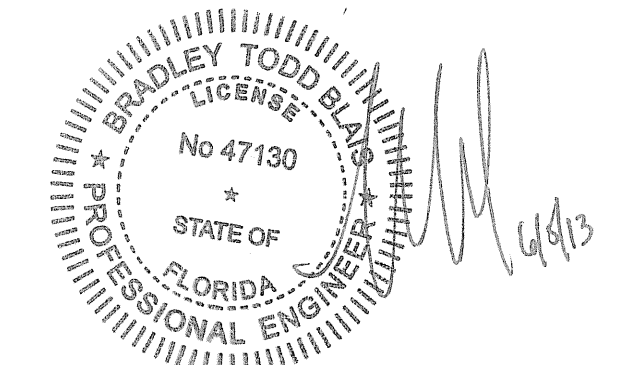
MECHANICAL

CITY OF PORT ORANGE - PLAN REVIEW

PERMIT NUMBER **13-2315**
ADDRESS **6701 Airport Rd.**
REVIEWED BY **REH**
DATE APPROVED **8/5/13**
REVIEWED FOR CODE COMPLIANCE



- NEW GYPSUM CEILING SYSTEM WITH 5/8" TYPE "X" RATED AND ZIP STRIP (BEAD)
- BID ALTERNATE #1 ADD 6" TO 8" PAINTED BAND AT ALL NEW DRYWALL CEILINGS (TYPICAL AT ALL CEILINGS) - SEE BID ALTERNATE NOTE
- EX-TO CHB OR BLOCK
- EX-TO METAL STUD



QUENTIN L. HAMPTON ASSOCIATES, INC.
POST OFFICE DRAWER 200247
PORT ORANGE, FLORIDA 32120-0247

PORT ORANGE

AUG 05 2013

PLAN REVIEW

SUPPLEMENTARY WORK SHEET ASSOCIATED WITH FIRE STATION #74

LEGEND (DEMO)

EX'TG DUCTWORK (DW) TO REMAIN

EX'TG DUCTWORK TO BE REMOVED

EX'TG FLEX DUCT - REMAINS

FLEX DUCT TO BE REMOVED

EXISTING AHU - REMOVED

EXISTING ACU - REMOVED

EXISTING DIFF-REG - REMAINS

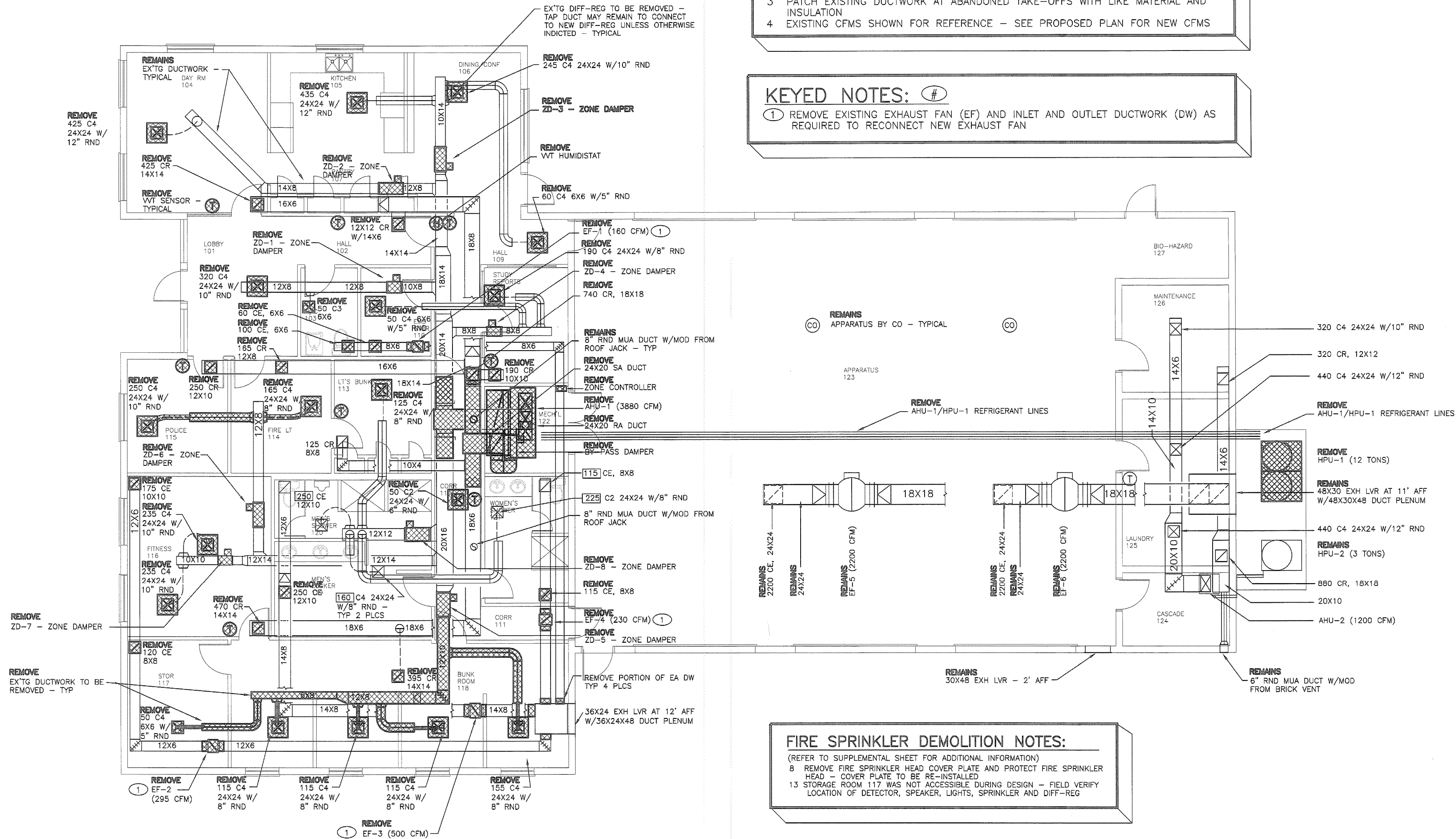
EXISTING DIFF-REG TO BE REMOVED

EXISTING VT ROOM SENSOR REMOVED

CFM TO BE MODIFIED

ZD - ZONE DAMPER REMOVED

EX'TG EF TO BE REMOVED



FIRE STATION #74
HVAC DEMOLITION PLAN

SCALE : 1/8" = 1'-0"

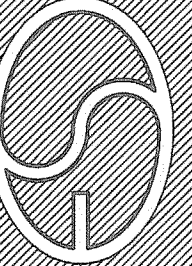
HVAC SHEET INDEX

Hvac1.0	Fire Station #74 - HVAC Demolition Plan
Hvac1.0A	Fire Station #71 - HVAC Demolition Plan
Hvac2.0	Fire Station #74 - HVAC Plan, Legend and Notes
Hvac2.0A	Fire Station #71 - HVAC Plan, Legend and Notes
Hvac3.0	Fire Station #74 - HVAC Details

ISSUE / REVISION

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ENERGY
SYSTEMS
DESIGN, INC.
ALAN H LUNDSTROM PE
PE#19436 AND EBF 3008
250 So Beach St
Daytona Beach,
FL 32114
TEL 386-252-6703
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PORT ORANGE
FIRE STATIONS 74 AND 71
MECHANICAL UPGRADE
PORT ORANGE, FLORIDA

PORT ORANGE
AUG 05 2013
PLAN REVIEW

ESD
SHEET:
DATE: 3/28/13
DRN. BY: DHR
DGN. BY: AHL
REV. BY: AHL
SCALE: 1/8"=1'-0"

SHEET

H1.0

SHT: 2 OF: 3



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6-7-13

MEN'S RM EXHAUST CRITERIA

FIXTURE	QUANTITY	CFM/FIX	CFM TOTALS
WATERCLOSET	1	50	50
URINAL	1	50	50
SHOWER	2	50	100
TOTAL CFM EXHAUST REQUIRED:			200
TOTAL CFM EXHAUST PROVIDED:			240

DIFFUSER/GRILLE LEGEND

CFM	120	C2	CEILING MOUNTED	CC2	CORNER 2-WAY
	9X9		AIR PATTERN (EX. 2-WAY)	SWR	SIDEWALL RETURN
DIFF-REG			SIZE	CR	CEILING RETURN
				CT	CEILING TRANSFER
				CE	CEILING EXHAUST
				CM	CEILING MAKE-AIR

GENERAL HVAC NOTES PROPOSED:

- (APPLIES TO FIRE STATION #74 HVAC SHEETS)
- INSTALL HVAC SYSTEMS IN ACCORDANCE WITH FLORIDA BUILDING CODE MECHANICAL 2010 EDITION AND LOCAL REQUIREMENTS.
 - RIGID DUCTWORK TO BE GALVANIZED STEEL WITH 2" FIBERGLASS WRAP, UNLESS OTHERWISE INDICATED. FLEX DUCTWORK TO HAVE INNER AND OUTER POLYETHYLENE FILM JACKETS, STEEL WIRE HELIX REINFORCEMENT AND 2" FIBERGLASS INSULATION.
 - AIR OUTLETS TO BE TITUS TDC-AA PANEL FOR LAY-IN CEILING AND FLUSH FOR GWB CEILING AND TITUS 300 FL FOR SIDEWALLS. AIR INLETS TO BE TITUS 350 FL PANEL FOR LAY-IN AND FLUSH FOR GWB. PROVIDE OPPOSED BLADE DAMPERS FOR AIR INLETS AND OUTLETS. PROVIDE SPIN COLLARS WITH CONICAL TAKE OFFS AND DAMPER ON SUPPLY AIR AND DAMPER ON RETURN/EXHAUST AIR.
 - DUCT DIMENSIONS ARE INSIDE CLEAR DIMENSIONS.
 - PROVIDE CONCRETE PAD FOR ACU'S. SEE ACU INSTALLATION DETAIL.
 - PROVIDE DUCT SMOKE DETECTORS AT SUPPLY AND RETURN.
 - PROVIDE ACOUSTICAL TURNING VANES AT ALL ELBOWS AND TEES.
 - SEAL AROUND DUCTWORK PENETRATING ARCHITECTURAL AIR BARRIER.
 - INSTALL CONDENSING UNITS PER MFR'S RECOMMENDED CLEARANCES.
 - THERMOSTATS, FAN SWITCHES AND OTHER MECHANICAL CONTROLS TO BE INSTALLED IN ACCORDANCE WITH FBC FLORIDA ACCESSIBILITY CODE. INSTALL MAXIMUM 48" AFF.
 - PROVIDE LOCKABLE THERMOSTAT COVERS.
 - PROVIDE ACCESS PANELS AT INACCESSIBLE AREA FOR ACCESS TO EQUIPMENT, DAMPERS, ETC. COORDINATE EXACT LOCATION WITH GENERAL CONTRACTOR.
 - PROVIDE BEKO MODEL #870-LM HEAVY DUTY METAL THERMOSTAT GUARDS WITH SOLID BASE AT ALL THERMOSTATS AND ROOM SENSOR LOCATIONS.
 - NEW DRYWALL CEILING (AND EXISTING DRYWALL CEILING) SERVE AS THE AIR BARRIERS - SEAL ALL PENETRATIONS.
 - NEW R-38 INSULATION WITH BACKING SERVES AS A THERMAL BARRIER BETWEEN CONDITIONED SPACES AND ATTIC.

CITY EQUIPMENT NOTES

- THE AIR HANDLERS (AHU'S) AND CONDENSING UNITS (ACU'S) WILL BE CITY PURCHASED. THE CITY WILL PAY THE EQUIPMENT SUPPLIER OF THE TWO (2) AHU'S AND TWO (2) ACU'S FOR FIRE STATIONS #71 AND #74, IN ORDER TO TAKE ADVANTAGE OF THE SALES TAX EXEMPTION FOR THE CITY OF PORT ORANGE.
- A/C CONTRACTOR IS TO TURN OVER THE TWO (2) CONDENSING UNITS (ACU'S) AND THE TWO (2) AIR HANDLING UNITS (AHU'S) FOR EACH OF THE FIRE STATIONS, #71 AND #74. HVAC CONTRACTOR WILL PROVIDE LABOR TO LOAD EQUIPMENT ON CITY TRUCK. CITY WILL TRANSPORT TO PUBLIC WORKS AND UNLOAD WITH CITY FORCES.

KEYED NOTES:

- PROVIDE WEIGHTED BACKDRAFT DAMPER AT NEW TRANSFER AIR GRILLE TO PREVENT RR AIR TO PASS FROM RR TO ADJOINING SPACE - SEE DETAIL.
- CONNECT NEW AHU'S CONDENSATE (COND) TO EXISTING COND RISER - MODIFY EXISTING COND RISER AS REQUIRED TO CONNECT.
- CAP EXISTING DUCTWORK (DW) - INSULATE CAP (EA) DUCT TAPS AT EA PLENUM - 2-BLADE BACKDRAFT DAMPER W/VINYL EDGE SEAL, RUSKIN #BD2/A1 - INSULATE EA PLENUM. INSULATE EA TAPS FROM EA PLENUM TO EXHAUST FAN (EF).
- EXISTING 8" ROUND (RND) MAKE-UP AIR (MUA) DUCT DOWN FROM EXISTING ROOF JACK WITH EXISTING MOD - CONNECT DW TO AHU-1A/1B RETURN AIR (RA) PLENUM AND MOD TO NEW AHU-1A/1B - MOD OPEN WHEN ACU ENERGIZED AND MOD CLOSED WHEN ACU DE-ENERGIZED.
- PROVIDE NEW EXHAUST FAN - PROVIDE NEW CONTROLS, NEW DUCTWORK AND MODIFY EXISTING DUCTWORK AS REQUIRED TO RECONNECT.
- COORDINATE EXACT ACU LOCATION WITH OWNER. COORDINATE WHAT SHRUBS, HEDGE OWNER WANTS REMOVED FOR ACU LOCATION. REMOVE SHRUB, HEDGE AS DIRECTED BY OWNER.
- RUN REFRIGERANT LINES UP WALL, TURN THROUGH BLOCK WALL ABOVE CEILING AND BELOW TIE-BEAM, RUN IN CEILING SPACE AND TURN DOWN IN MECHANICAL ROOM AND CONNECT TO AHU - PROVIDE ALUMINUM REFRIGERANT LINE CHASE ON EXTERIOR TO CONCEAL REFRIGERANT LINES. PAINT CHASE. COORDINATE COLOR WITH OWNER.
- VERIFY DOOR IS UNDERCUT MINIMUM 3/4" - IF NOT, PROVIDE MINIMUM 3/4" DOOR UNDERCUT.

DIFFUSER & GRILLE SIZES

CFM	NECK	NC	LEVEL
MIN	MAX	SIZE	
1	89	6x6	13
90	220	9x9	15
221	390	12x12	17
391	900	15x15	19
601	900	18x18	20
901	1200	21x21	21

Use sizes above unless otherwise indicated.
SAGS @ 0.07" dp; RAGS @ 0.03" dp.

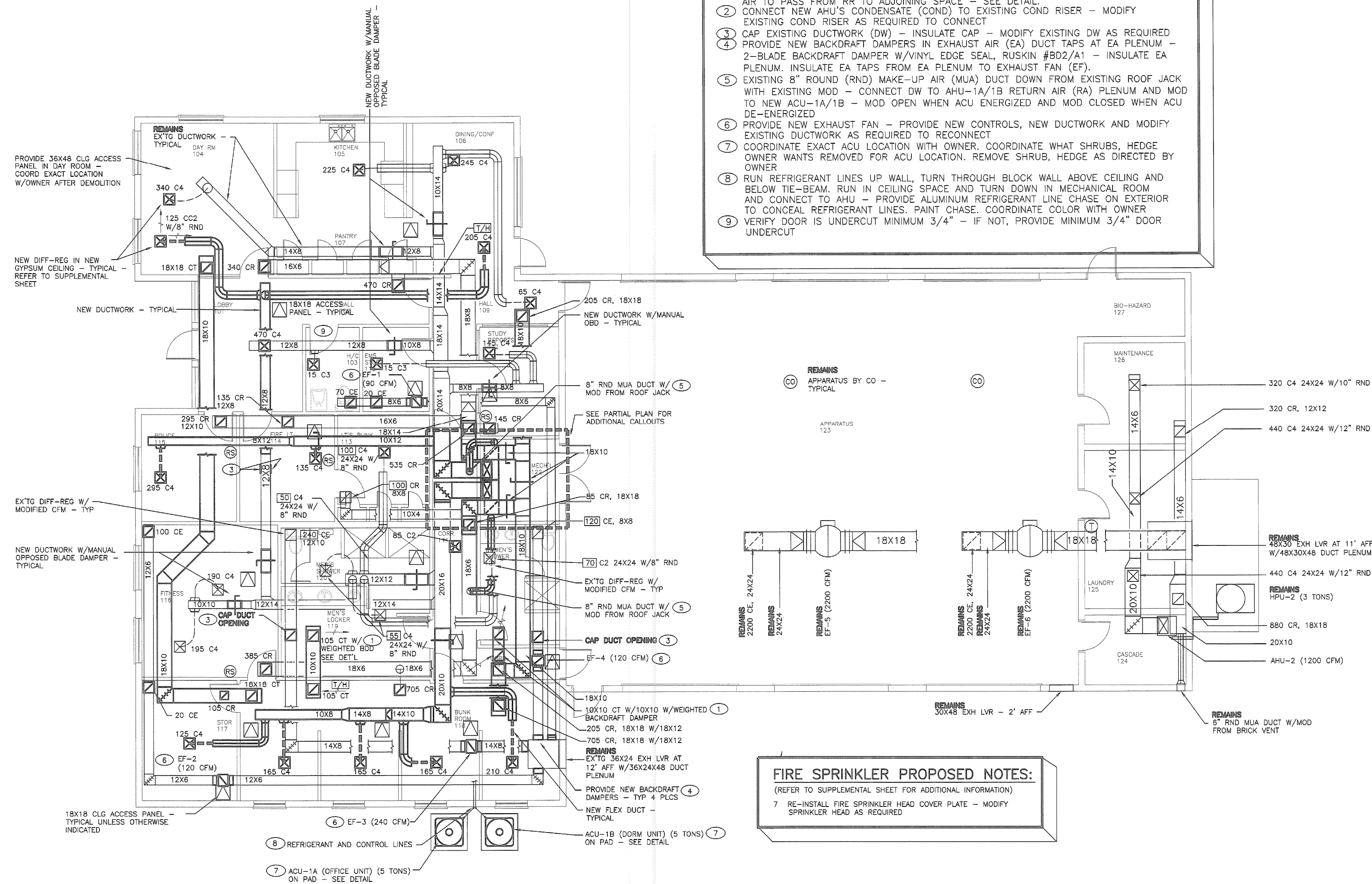
BRANCH DUCT SIZES

CFM	DUCT	VEL / dp
MIN	MAX	DIA
1	30	4 343 / 0.08
91	95	6 484 / 0.08
96	200	8 573 / 0.08
201	360	10 667 / 0.08
361	600	12 764 / 0.08
601	900	14 842 / 0.08
901	1250	16 899 / 0.08
1251	1800	18 1019 / 0.08
1801	2300	20 1055 / 0.08

Use sizes above unless otherwise indicated.
Duct diameter in inches. Velocity in feet per minute. Friction loss, dp, in inches per 100 feet.
Existing tap, branch duct may be used if appropriately sized per table. Modify tap duct as required to reconnect to new off-tee.

LEGEND (PROPOSED)

	RIGID DUCT WITH MANUAL DAMPER AND MOTOR OPERATED DAMPER		NEW SUPPLY DIFFUSER
	RIGID DUCT WITH SPIN COLLAR AND CONICAL TAKE OFF WITH DAMPER AND EXTRACTOR (SUPPLY AIR), SPIN COLLAR AND DAMPER (EXHAUST AND TRANSFER AIR)		NEW RETURN/EXHAUST GRILLE
	EXIST'G DUCTWORK (DW) TO REMAIN		EXISTING DIFF-REG - REMAINS
	NEW FLEXIBLE DUCT		NEW THERMISTAT
	EXIST'G FLEX DUCT - REMAINS		REMOTE ROOM SENSOR
	NEW AIR HANDLING UNIT (AHU)		NEW CFM
	18X18 ACCESS PANEL		NEW EF TO BE INSTALLED
			NEW CONDENSING UNIT (ACU)



FIRE SPRINKLER PROPOSED NOTES:

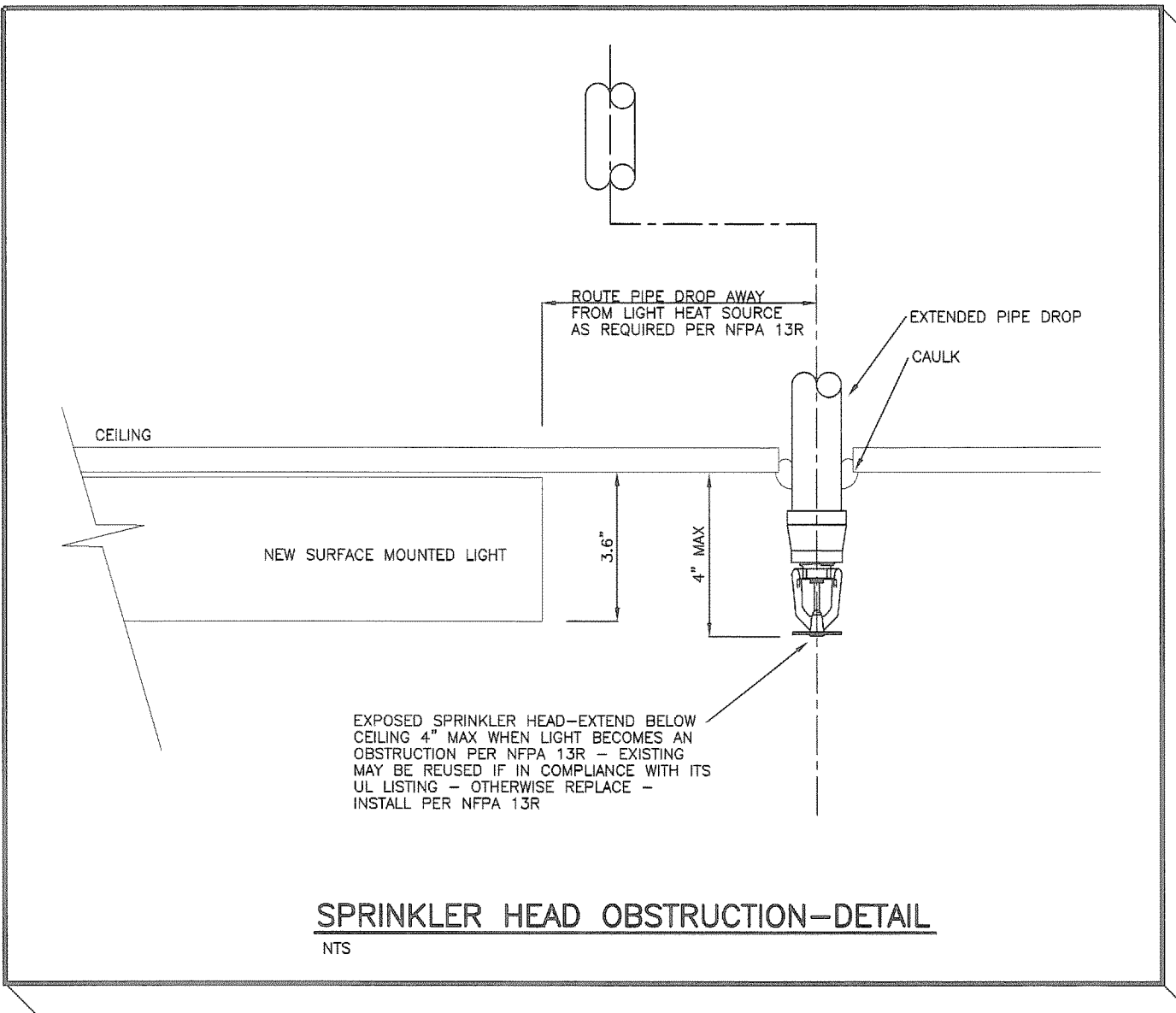
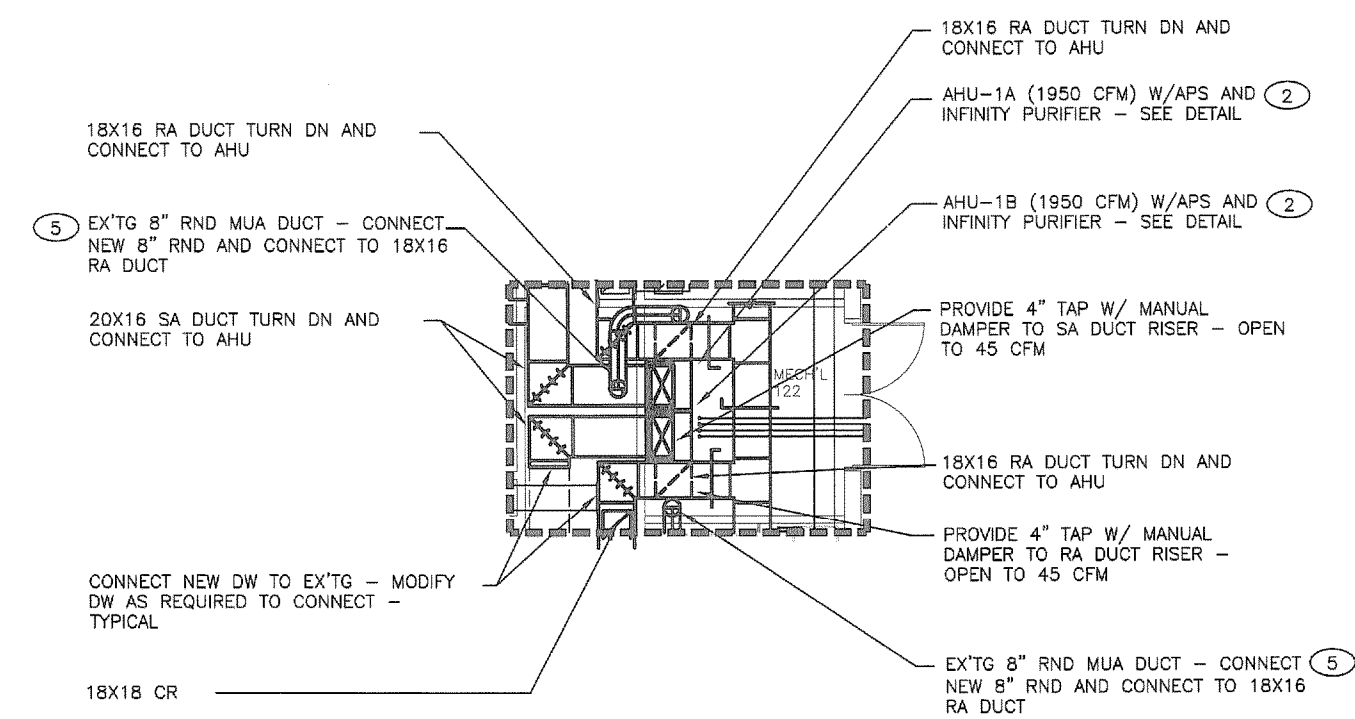
- (REFER TO SUPPLEMENTAL SHEET FOR ADDITIONAL INFORMATION)
- RE-INSTALL FIRE SPRINKLER HEAD COVER PLATE - MODIFY SPRINKLER HEAD AS REQUIRED.

FIRE STATION #74 PROPOSED HVAC PLAN

SCALE : 1/8" = 1'-0"

PROPOSED PARTIAL HVAC PLAN

SCALE : 1/8" = 1'-0"



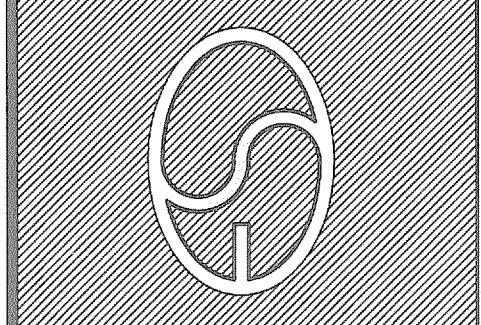
SPRINKLER HEAD OBSTRUCTION-DETAIL

NTS

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ENERGY SYSTEMS DESIGN, INC
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DAYTONA BEACH, FL 32114
FLORIDA REG. #7903
FAX 408-252-6703



PORT ORANGE
FIRE STATIONS 74 AND 71
MECHANICAL UPGRADE
PORT ORANGE, FLORIDA

PORT ORANGE
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SHEET

H2.0
VAC

SHT: 3 OF: 3

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6-2-13

PROPOSED SPLIT SYSTEM EQUIPMENT SCHEDULE

BASIS OF DESIGN AIR CONDITIONING UNIT - SCHEDULE (see FS 87, & 71)	
PLAN IDENTIFICATION:	ACU/AHU-1A, 1B
TYPE/ARRANGEMENT:	HEV
MANUFACTURER:	CARRIER
ACU MOD. NO.:	25RND450C0300
AHU MOD. NO.:	FE4AN8006U1
CLG CAP. - TONS/HR:	5.0/2
SEER (EER):	15.0 (12.7)
LT TOT SENS - MBH @ 80°F:	55.50/44.4 (2000 CFM)
LT TOT SENS - MBH @ 80°F:	37.18/29.97 (1400 CFM)
AIR FLOW - CFM @ "WG":	2000 @ 0.50 & 1750 @ 1.00
FAN EFFICIENCY:	70%
HTG CAP. - HSPFCOP/5 TONS:	9.7/2.80/2
HT TOT - MBH @ 47°F/°F:	48.00 (1250 & 700 FDB)
LT TOT - MBH @ 17°F/°F:	25.50 (1400 & 700 FDB)
WORKHRS - LBS. ACU/AHU:	350/207
ACU - VOLTS/PHASE/Hz:	208-230/1/60
MANUFACTURER:	3/4/60
AHU - VOLTS/PHASE/Hz:	208-230/1/60
MANUFACTURER:	10-75/1/1
APAS/ACU @ 208V/3PH/3W:	55.8/58.5/60-60/1/1/SP
ACCESSORIES/REMARKS:	GAPABNCC2420, APS, ART, FA, T-H, DD, RRS, F-ALM, CCU

AIR CONDITIONING UNIT SCHEDULE - 1 LEGEND	
PLAN IDENTIFICATION:	ACU CONDENSING UNIT
TYPE:	AHU AIR HANDLING UNIT
DRIVE:	IP HEAT PUMP
SC:	STRAIGHT COOL
B:	BELT
D:	DIRECT
ELECTRICAL:	MCA MINIMUM CIRCUIT AMPACITY
MOCP:	MAXIMUM OVER-CURRENT PROTECTION
PLA:	FULL LOAD AMPS
SP:	SINGLE POINT CONNECTION
CONN:	MULTIPLE POINT CONNECTION
# CIRCUITS:	NUMBER OF CIRCUITS
AMPS/CIRCUIT:	AMPS PER CIRCUIT
CIRCUIT BREAKER:	CB SUPPLIED - YES (Y) NO (N)

ACCESSORIES/REMARKS	
ART:	ANTI-RECYCLE TIMER - SINGLE LEAD COMPRESSOR
DD:	DUCT SMOKE DETECTOR IN SUPPLY & RETURN
FA:	INTERLOCK FRESH AIR DAMPER POSITION WITH ACU
F-H:	INFINITY HI THERMOSTAT, ELECTRONIC PROGRAMMABLE
RAS:	REMOTE ROOM SENSORS
F-ALM:	SHUTDOWN UPON FIRE ALARM TROUBLE
LI:	LONG REFRESHMENT LINE APPLICATION ACCESSORIES
GAPABNCC2420:	INFINITY AIR PURIFIER FOR FE4AN8006 IN RETURN
APS:	AIR PURIFIER SYSTEM: GRS-RN-1.1.2 IN SUPPLY
CCU:	FACTORY EPOXY COATED CONDENSER COIL

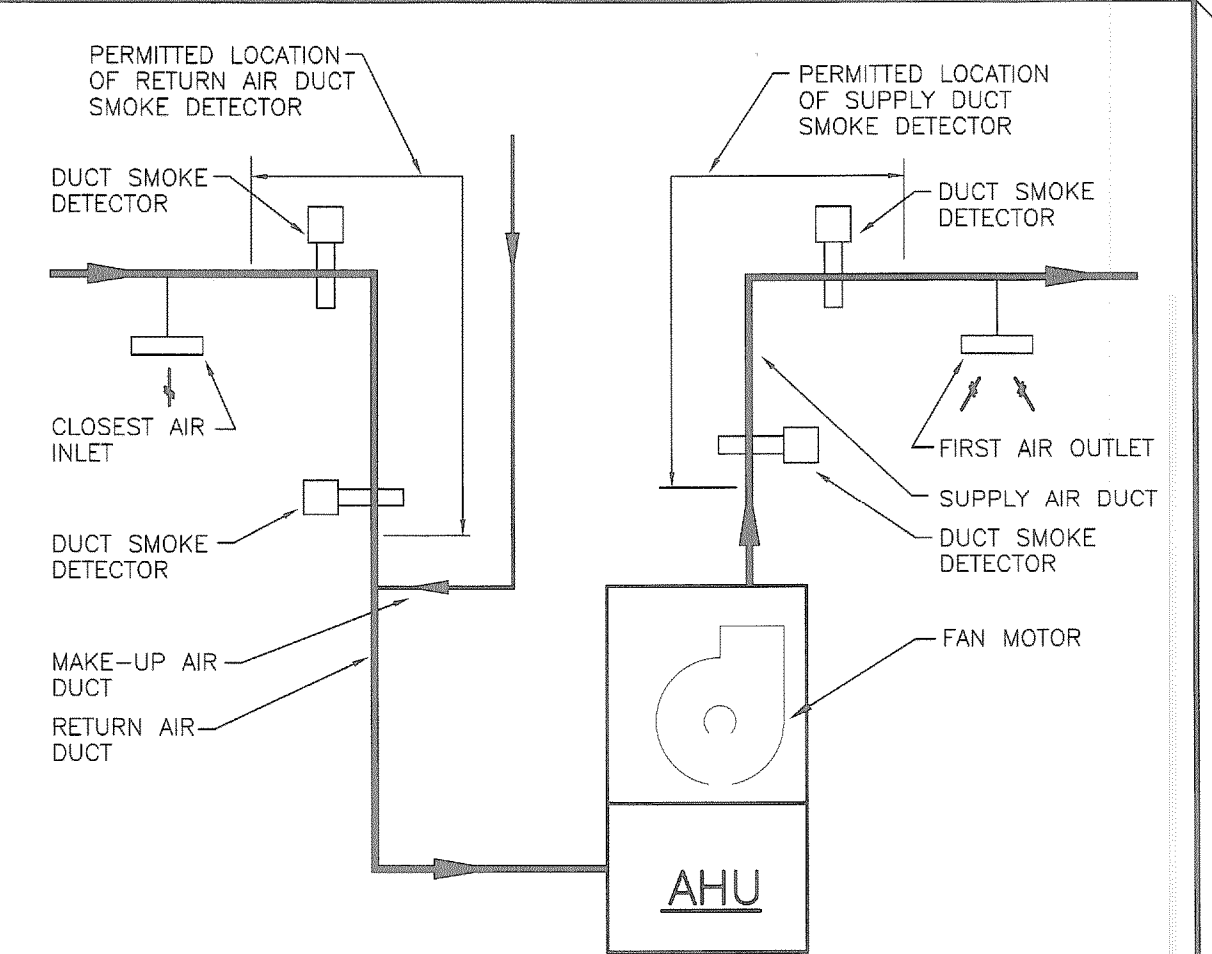
PROPOSED EXHAUST FAN EQUIPMENT SCHEDULE

FAN SCHEDULE (see FS 871 and 71)	
PLAN IDENTIFICATION:	EF-1 EF-2 EF-3
SERVICE AREA:	PUBLIC RR FITNESS RM
TYPE/FAN TYPE:	CV-C CV-C CV-C
MANUFACTURER:	COOK COOK COOK
MODEL NO.:	Q8-141 Q8-162 Q8-230
AIR FLOW - CFM @ "WG":	90 @ 0.38 120 @ 0.38 240 @ 0.38
DRIVE RPM:	D 1123 D 1123 D 1123
LT TOT SENS - MBH @ 80°F:	47.92/37.1/5 41.20/31.6/5
FAN EFFICIENCY (WATTS):	(72) (83) (102)
VOLTS/PHASE/Hz:	120/1/60 120/1/60 120/1/60
CONTROL:	OS-C OS-C OS-C
ACCESSORIES/REMARKS:	RDD, SC, ISO RDD, SC, ISO RDD, SC, ISO

PLAN IDENTIFICATION: EF-4	
SERVICE AREA:	WOMENS
TYPE/FAN TYPE:	CV-C
MANUFACTURER:	COOK
MODEL NO.:	Q8-162
AIR FLOW - CFM @ "WG":	120 @ 0.38
DRIVE RPM:	D 1123
LT TOT SENS - MBH @ 80°F:	41.20/31.6/5
FAN EFFICIENCY (WATTS):	(83)
VOLTS/PHASE/Hz:	120/1/60
CONTROL:	OS-C
ACCESSORIES/REMARKS:	RDD, SC, ISO

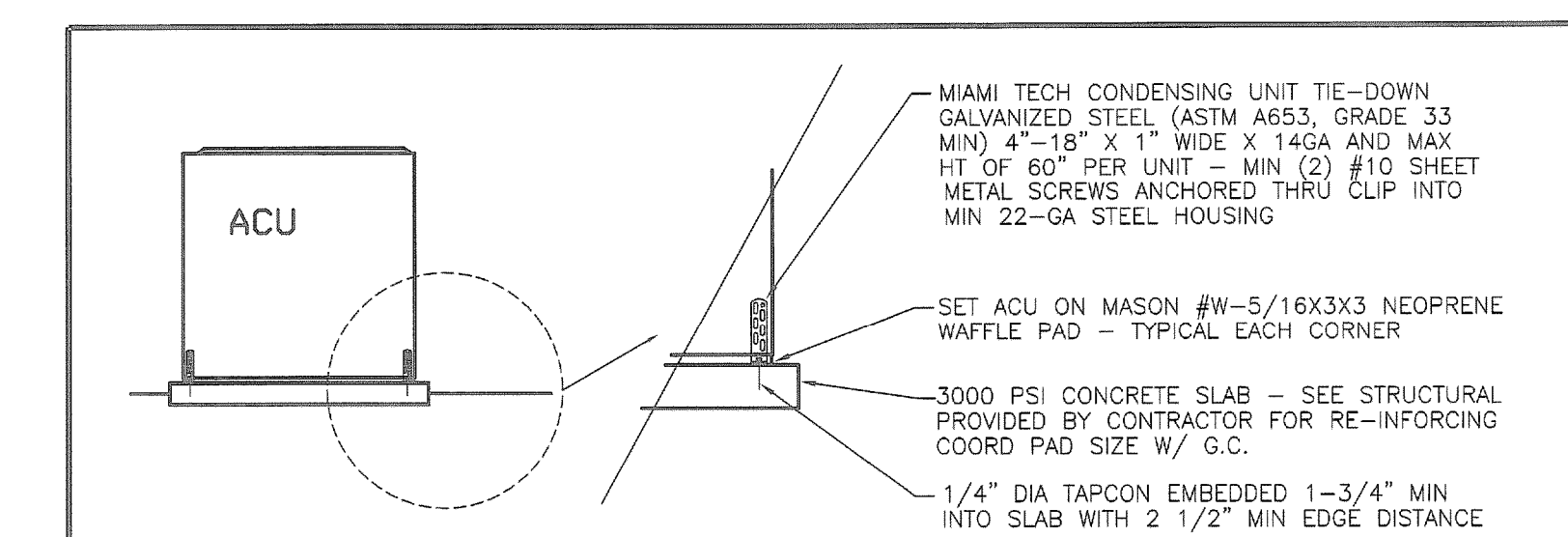
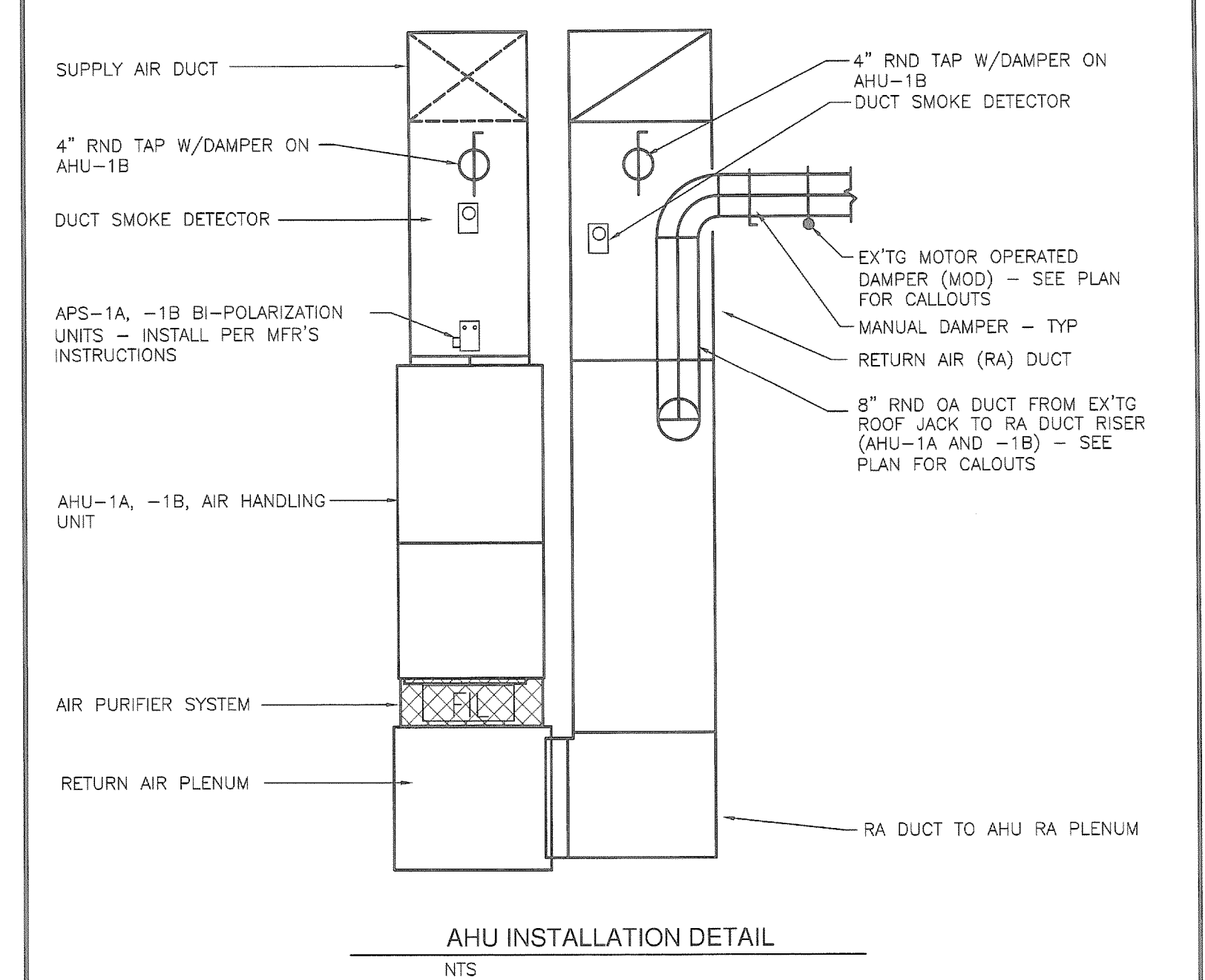
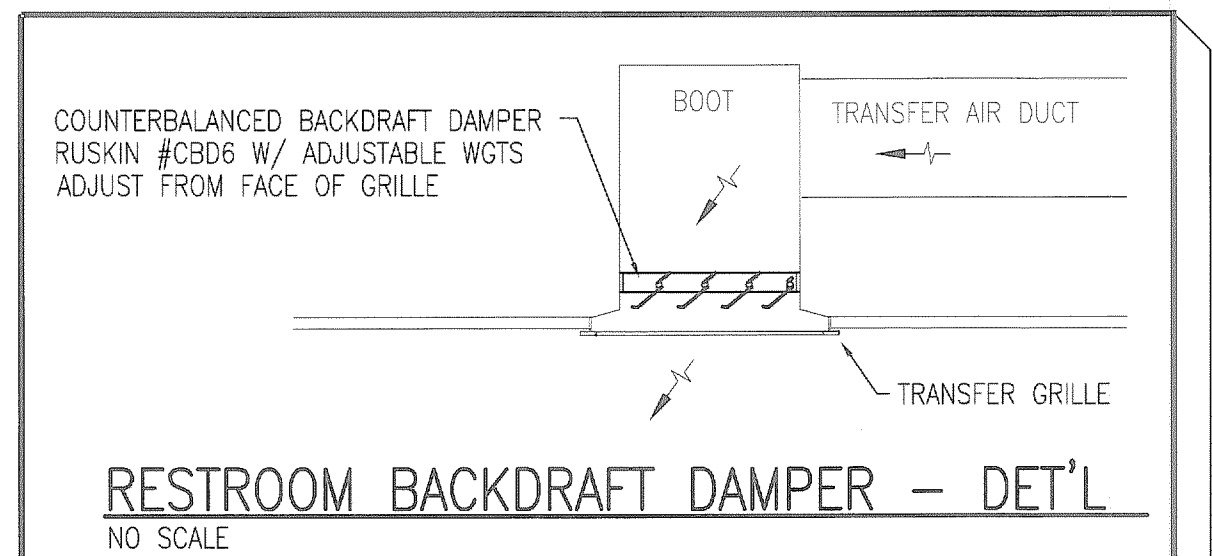
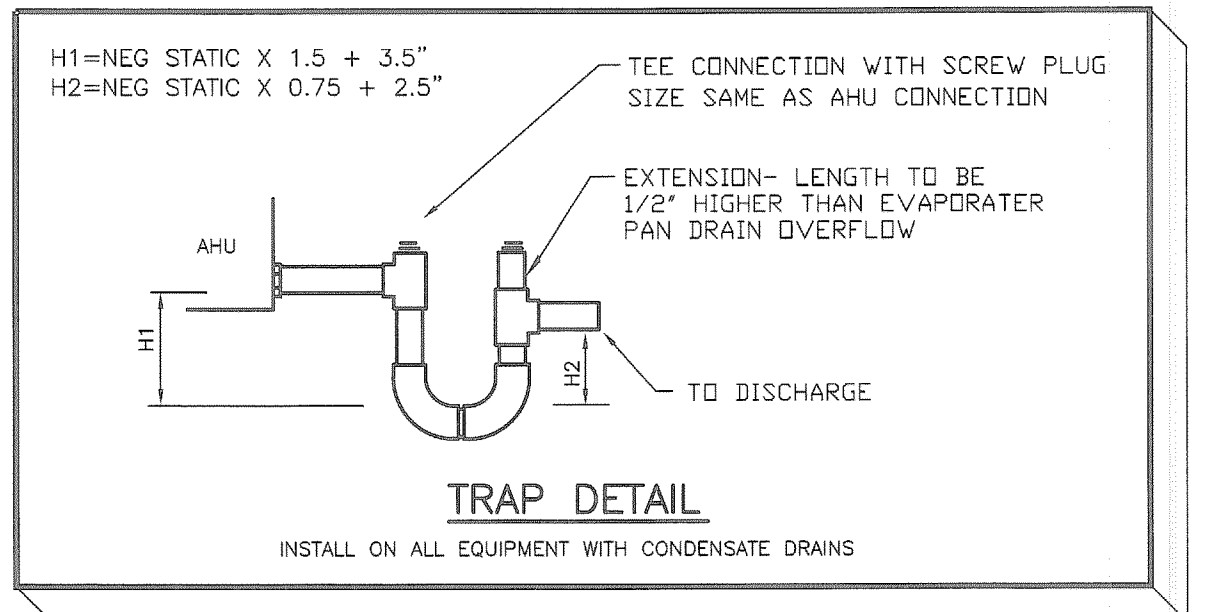
ACCESSORIES/REMARKS	
RDD:	BACKDRAFT DAMPER
SC:	SEMI-CONDUCTOR SPEED CONTROL BY FAN MFR FOR BALANCING ONLY
WAG:	WHITE ALUMINUM GRILLE
BD:	DIOLATED RUBBER IN SHEAR
AL:	AL ALUMINUM FAN & FRAME CONSTRUCTION
XP:	EXHAUSTION FROOF MOTOR AND DISCONNECT
SC:	ALUMINUM SHUTTER GUARD WITH EXPANDED METAL FRONT
PS:	ALUMINUM WALL SLEEVE WITH EXPANDED METAL BACK
EF:	EXHAUSTION PROOF MOTOR
SH:	HEAVY DUTY ALUMINUM SHUTTER, GRAVITY, FACTORY WHITE PAINT
MCD:	MOTORIZED CONTROL DAMPER
EC:	ENCLOSED MOTOR CONTROLLER

FAN SCHEDULE - LEGEND	
PLAN IDENTIFICATION:	EF EXHAUST FAN
TYPE:	CV CABINET VENTILATOR
FWV:	POWER WALL VENTILATOR
WHEEL:	C CENTRIFUGAL
A:	AXIAL (PROPELLER)
DRIVE:	B BELT
D:	DIRECT
CONTROL:	MS MANUAL SWITCH
IP:	THERMOSTAT
INTERLOCK WITH OTHER EQUIPMENT LIGHTS:	
MANUAL FAN & LIGHT ON/OFF SWITCH W/ ADJUSTABLE FAN OFF TIME DELAY 1-TO 10-MINUTES:	
OS-W:	WALL OCCUPANCY SENSOR W/ ADJUSTABLE FAN OFF TIME DELAY 1-TO 16-MINUTES
OS-C:	CEILING OCCUPANCY SENSOR W/ ADJUSTABLE FAN OFF TIME DELAY 1-TO 16-MINUTES
CO:	CARBON MONOXIDE SENSOR, ENERGIZE FAN WHEN CO IS ABOVE SETPOINT & DE-ENERGIZE WHEN BELOW (BY ELECTRICAL)
CO2:	CARBON DIOXIDE SENSOR, ENERGIZE FAN WHEN CO2 IS ABOVE SETPOINT & DE-ENERGIZE WHEN BELOW
MCD:	MOTORIZED CONTROL DAMPER, OPEN FAN TO 12 RING DE-ENERGIZED & CLOSE AFTER RT TO DE-ENERGIZED



- NOTES:
1. INSTALL DUCT SMOKE DETECTORS IN ACCORDANCE WITH FBC-MECHANICAL AND NFPA 90A.
 2. LOCATE DUCT SMOKE DETECTOR WITHIN LIMITS SHOWN AND IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.
 3. REFER TO DRAWINGS AND SPECIFICATIONS FOR APPLICATION OF DUCT SMOKE DETECTORS
 4. DE-ENERGIZE AHU UPON INDICATION OF FIRE OR SMOKE FROM DUCT SENSORS.
 5. INSTALL DUCT SMOKE DETECTORS WITHIN CONDITIONED SPACE WHEN PRACTICAL.

AIR HANDLING UNIT SAFETY SHUTDOWN SCHEMATIC

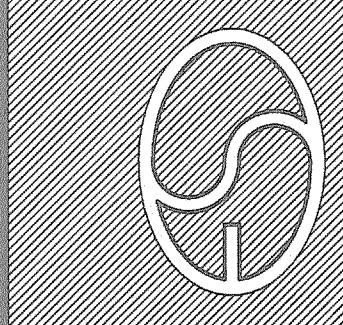


- NOTES:
1. ACU INSTALLATION DETAIL IS SCHEMATIC ONLY. INSTALL ACU IN APPROVED MANNER FOR HIGH VELOCITY HURRICANE ZONE. INSTALL PER MFR'S WRITTEN INSTRUCTIONS
 2. RUN CONTROL LINES THROUGH WALL.
 3. PROVIDE SIGNED AND SEAL LETTER FROM STRUCTURAL ENGINEER VERIFYING STRUCTURAL INTEGRITY UNDER WIND LOADS FOR MOUNTING PER FLORIDA BUILDING CODE.
 4. SUBMIT MFR'S WRITTEN INSTALLATION INSTRUCTIONS TO BUILDING OFFICIAL WHEN DRAWINGS ARE SUBMITTED FOR PERMIT

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PORT ORANGE
FIRE STATIONS 74 AND 71
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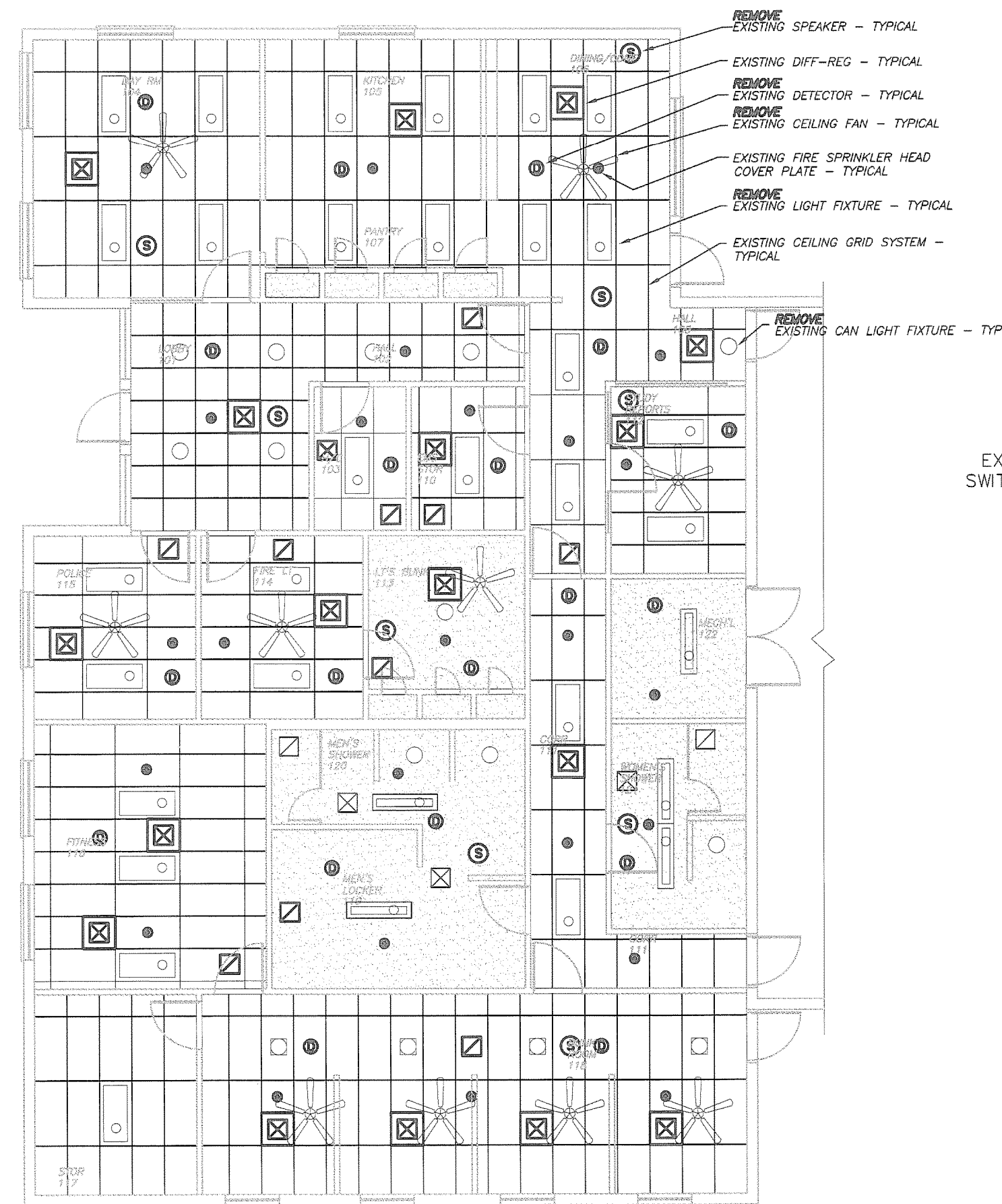
PORT ORANGE
AUG 05 2013
PLAN REVIEW

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AHPeas@fl.com
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ESD
SHEET:
DATE: 3/28/13
DRN. BY: DHR
DGN. BY: AHL
REV. BY: AHL
SCALE: 1/8"=1'-0"

SHEET
H3.0
VAC
SHT: 3 OF: 3

TYPICAL SWITCH CLUSTER
SERVING SLEEPING AREA.
\$40 - 1 - FAN SPEED
2 - LIGHTING
1 - SWITCHED RECEPTACLES

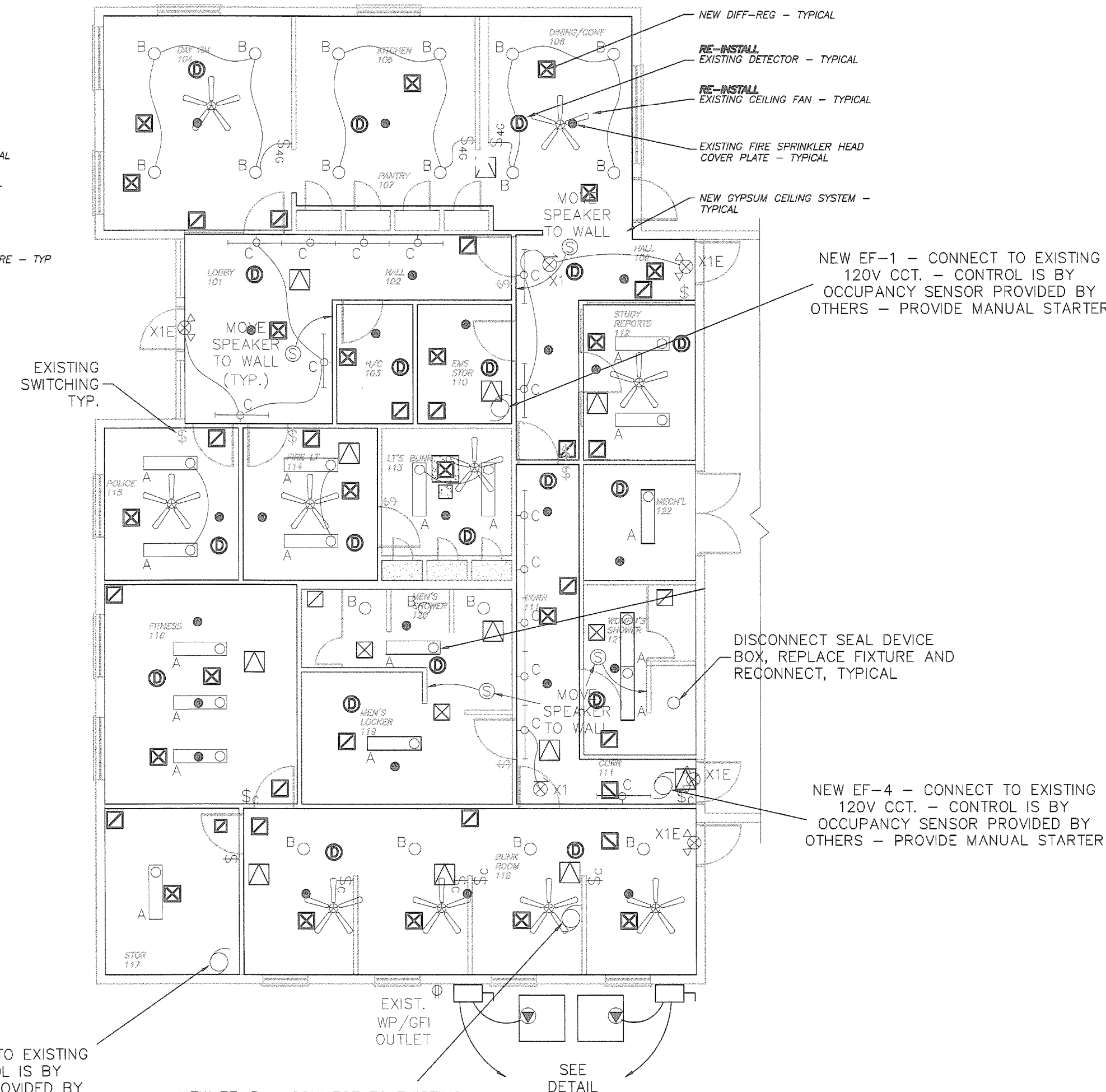
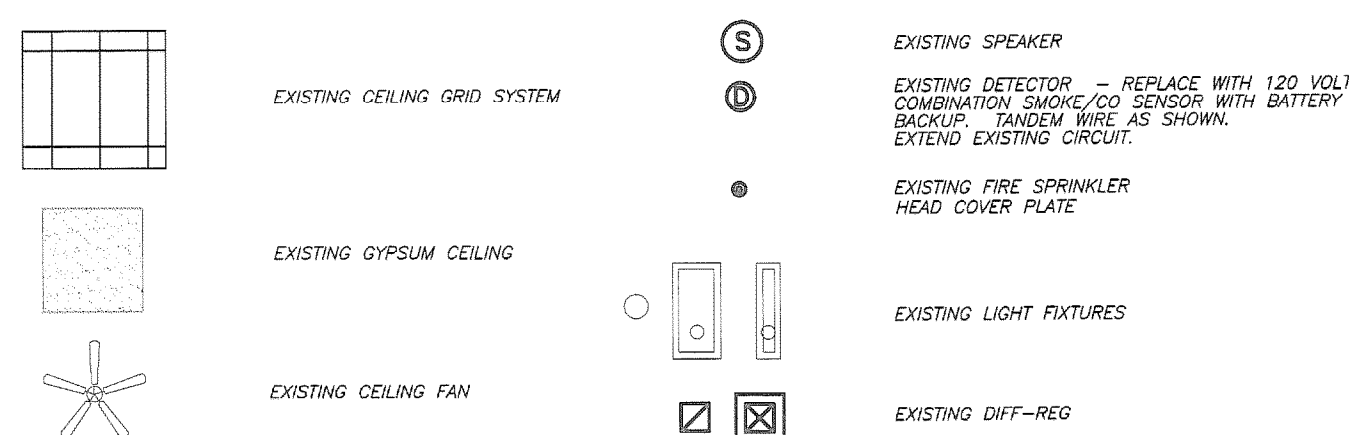


REFLECTED CEILING DEMOLITION PLAN
1/8" = 1'-0"

REFLECTED CEILING DEMOLITION PLAN NOTES

- 1 REMOVE ALL EXISTING RECESSED 2'X4' LIGHTS AND TURN OVER TO OWNER.
- 2 REMOVE CEILING MOUNTED SPEAKERS. RELOCATE TO WALL.
- 3 REMOVE ALL EXISTING CAN AND SQUARE LIGHTS AND TURN OVER TO OWNER.
- 4 REMOVE CEILING FANS. TO BE RE-INSTALLED.
- 5 REMOVE EXISTING SQUARE LIGHT IN LT'S BUNK 113 AND TURN OVER TO OWNER.
- 6 REMOVE EXISTING CEILING SPEAKERS (SPEAKERS TO BE WALL MOUNTED).
- 7 REMOVE EXISTING CEILING DETECTORS.
- 8 REMOVE EXISTING RECESSED LIGHT FIXTURE IN REMAIN GYPSUM CEILINGS (TO BE PATCHED)
- 9 STORAGE ROOM 117 WAS NOT ACCESSIBLE DURING DESIGN - FIELD VERIFY LOCATION OF DETECTOR, SPEAKER, LIGHTS, SPRINKLER AND DIFF-REG

EXISTING CEILING LEGEND

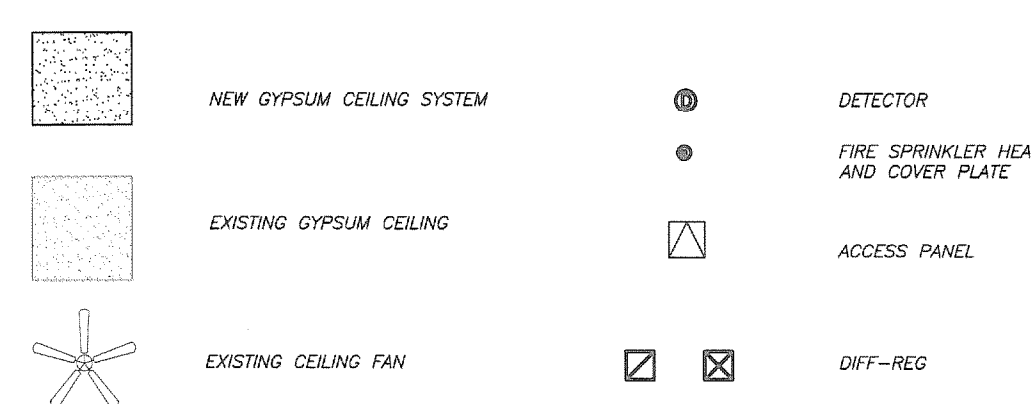


REFLECTED CEILING PROPOSED PLAN
1/8" = 1'-0"

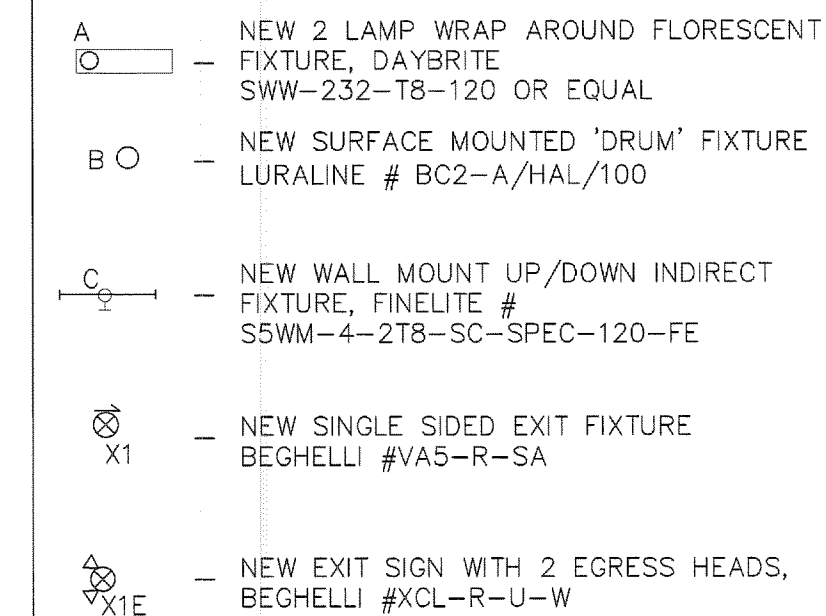
REFLECTED CEILING PROPOSED PLAN NOTES

- 1 PROVIDE NEW SURFACE MOUNTED LIGHT FIXTURE. SEAL ALL PENETRATIONS THROUGH NEW AIR BARRIER GYPSUM CEILING
- 2 RELOCATE SPEAKERS TO WALL.
- 3 RE-INSTALL CEILING DETECTORS. SEAL AROUND DETECTORS IN CEILING SPACE
- 4 RE-INSTALL CEILING FANS. MODIFY AS REQUIRED TO RE-INSTALL IN GYPSUM CEILING

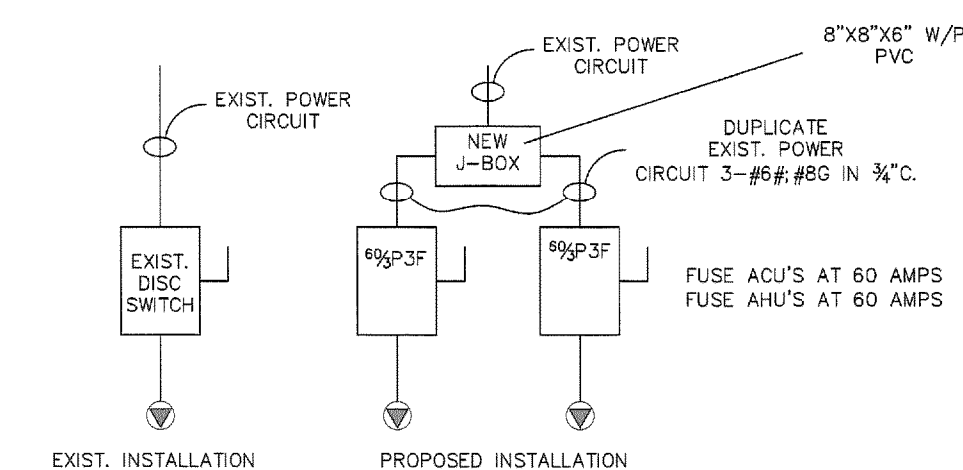
PROPOSED CEILING LEGEND



ELECTRICAL LEGEND



- ELECTRICAL NOTES:
1. PROJECT SCOPE IS TO INSTALL A SUITABLE 'AIR BARRIER' BETWEEN UNCONDITIONED CEILING SPACE AND AREAS SHOWN. REMOVE ALL RECESSED LIGHTING FIXTURES, CEILING MOUNTED ELECTRICAL/FIRE ALARM AND SPEAKER COMPONENTS AND REPLACE. ALL NEW LIGHTING TO BE SURFACE MOUNTED. APPLY 3M FOAM COMPOUND TO SEAL ALL CEILING ELECTRICAL/FIRE ALARM PENETRATIONS. REFER TO HVAC AND SUPPLEMENTAL WORK SHEET. COORDINATE WITH OTHER TRADES.
 2. OBTAIN PERMITS AND INSPECTIONS AS REQUIRED BY CITY. ALL NEW WIRING TO BE IN COMPLIANCE WITH 2008 NATIONAL ELECTRICAL CODE AND 2010 FLORIDA BUILDING CODE.



ACU/AHU TERMINATION DETAIL

IT IS NOTED THAT TWO ACU'S (OR AHU'S) REPLACE ONE EXISTING UNIT. SINCE THE AREA TO BE COOLED (OR HEATED) REMAINS THE SAME, THE EXISTING POWER FEED IS ADEQUATE TO FEED TWO HALF-SIZED UNITS. FIELD VERIFY THAT TWICE THE MCOOP RATING FROM THE NEW NAMEPLATE DOES NOT EXCEED THE AMPACITY OF THE EXISTING FEED.

ELECTRICAL SUPPLEMENTARY WORK SHEET ASSOCIATED WITH FIRE STATION #74

6-6-13

PAUL M. ESTES, P.E.
ELECTRICAL CONSULTANT
615 NORTH PENINSULA DRIVE
DAYTONA BEACH, FL 32118
(386)-252-6948
FL. REG. PE # 33651

CITY OF PORT ORANGE
FIRE STATION #74
HVAC MODIFICAITONS

DATE: 3-29-13

SHEET:

E1
OF 1

SPECIFICATIONS

for

City of Port Orange

**Fire Station #74
Ceiling/HVAC
Replacement**

Project #02354.26

DJdesign Services, Inc.

ARCHITECTS & PLANNERS

**913 North Nova Road
Holly Hill, FL 32117**

**(386) 255-6987 Phone
(386) 255-6989 Fax**

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

1.2 PROJECT INFORMATION

- A. Project Identification: Port Orange Fire Station #74. Work shall include removing existing ceilings, HVAC equipment, ductwork and accessories and replacing with new. New closed-cell, spray foam insulation and sealed synthetic stucco soffits.
- B. Owner: The City of Port Orange.
 1. Owner's Representative: Robert Bryant.
- C. Architect: DJdesign Services, Inc.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 1. Drawings and Specifications.
- B. Type of Contract.
 1. Project will be constructed under a single prime contract.
- C. General Conditions:
 1. City of Port Orange, Standard Service Agreement.

1.4 PHASED CONSTRUCTION

- A. Construction work in the building shall be done without disturbance to adjacent ongoing activities. Access shall remain unimpeded during construction.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except as otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- G. Owner shall reserve the right to remove contractor's personnel from jobsite who are deemed not to have the best interest of The City of Port Orange.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications. See also City of Port Orange Invitation to Bid.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Section:
 - 1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or similar form.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

- i. Research reports evidencing compliance with building code in effect for Project, from Florida Building Code.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution will not adversely affect Contractor's construction schedule.

- c. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - d. Requested substitution is compatible with other portions of the Work.
 - e. Requested substitution has been coordinated with other portions of the Work.
 - f. Requested substitution provides specified warranty.
 - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed, unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Requests for Information (RFIs).
 - 2. Project meetings. (OAC)

1.2 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.
- B. OAC: Owner, Architect and Contractor meetings held on a regular basis.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.

5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Drawing number and detail references, as appropriate.
 9. Field dimensions and conditions, as appropriate.
 10. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 11. Contractor's signature.
 12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.

1.5 PROJECT MEETINGS (OAC)

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.

- k. Preparation of record documents.
 - l. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at biweekly intervals.

- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.

- 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Daily construction reports.
 - 3. Field condition reports.
- B. Related Section:
 - 1. Division 01 Section "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.

2. Two paper copies.
- B. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.
- E. Daily Construction Reports: Submit at weekly intervals.
- F. Field Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from entities involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 3. Startup and Testing Time: Include not less than 15 days for startup and testing.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion: And allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 5. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 5. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered RFIs.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Start-up Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice of Award.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.

- f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and commissioning.
 - j. Punch list and final completion.
 - k. Activities occurring following final completion.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events.
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial completions and occupancies.
 19. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
 - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to the Owner and Architect.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.

- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Name of subcontractor.
 - h. Name of supplier.
 - i. Name of manufacturer.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Other necessary identification.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 - 4. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.

- b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:

- a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project record sample.
 - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A.
 - 1. Submit subcontractor list in the following format:
 - a. PDF electronic file.
 - b. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
 - c. List shall include the following trades:
 - Selective Demolition
 - Landscaping/Irrigations
 - Metal Stud Framing and Dry Wall
 - Acoustical Grid and Ceiling Tile
 - Casework
 - EIFS Repair
 - Membrane Roofing and Accessories
 - Tile Roofing and Accessories
 - Plumbing
 - HVAC
 - Electrical
 - Painting
 - Carpet Tile, VCT, Base and Accessories
 - Quarry Tile, Ceramic Tile, Base and Accessories
 - Concrete Placement and Finishing
 - Aluminum Storefront Systems
 - Rough Carpentry
 - Structural Steel Fabrications and Installation
 - Alternate #1, New Canopy Supplier and Installation
 - Alternate #1A, Fuel Pump Supplier and Installation
 - Alternate #4, Folding Partition Supplier and Installation
- J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Reviewed
 - 2. Rejected
 - 3. Submit Specific Item

4. Furnish as corrected
 5. Revise and Re-Submit.
- C. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of FIVE previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.

2. Main wind-force resisting system, or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
 1. Name, address, and telephone number of representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

- d. When testing is complete, remove test specimens, assemblies, mockups do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers

AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	Association of the Wall and Ceiling Industry

AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CRRC	Cool Roof Rating Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association

CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
FMRC	Factory Mutual Research (Now FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.

FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation (Now BWF)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization Available from ANSI

ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute

NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Now ITS)
PCI	Precast/Prestressed Concrete Institute

PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)

SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc. (Now TCNA)
TCNA	Tile Council of North America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)

WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

IAPMO	International Association of Plumbing and Mechanical Officials
ICC	International Code Council
ICC-ES	ICC Evaluation Service, Inc.
UBC	Uniform Building Code (See ICC)

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers
CPSC	Consumer Product Safety Commission
DOC	Department of Commerce
DOD	Department of Defense
DOE	Department of Energy
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FDA	Food and Drug Administration
GSA	General Services Administration
HUD	Department of Housing and Urban Development
LBL	Lawrence Berkeley National Laboratory
NCHRP	National Cooperative Highway Research Program

(See TRB)

NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Buildings Service (See GSA)
PHS	Office of Public Health and Science
RUS	Rural Utilities Service (See USDA)
SD	State Department
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service
E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.	
ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board
CFR	Code of Federal Regulations Available from Government Printing Office
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point
DSCC	Defense Supply Center Columbus (See FS)
FED-STD	Federal Standard (See FS)
FS	Federal Specification Available from Department of Defense Single Stock Point Available from Defense Standardization Program Available from General Services Administration

Available from National Institute of Building Sciences

FTMS Federal Test Method Standard
(See FS)

MIL (See MILSPEC)

MIL-STD (See MILSPEC)

MILSPEC Military Specification and Standards
Available from Department of Defense Single Stock Point

UFAS Uniform Federal Accessibility Standards
Available from Access Board

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation

CCR California Code of Regulations

CPUC California Public Utilities Commission

TFS Texas Forest Service
Forest Resource Development

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Section:
 - 1. Division 01 Section "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable

product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
 - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Recycling nonhazardous demolition and construction waste.
 - 2. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections:
 - 1. Division 02 Section "Selective Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.
 - 2. Division 04 Section "Unit Masonry" for disposal requirements for masonry waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total non-hazardous solid waste generated by the Work. Facilitate recycling and salvage of materials.

1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.5 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- C. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- D. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Qualification Data: For waste management coordinator.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate

quantities by weight or volume but use same units of measure throughout waste management plan.

- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area on-site off-site designated by Owner.
 - 5. Protect items from damage during transport and storage.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 1. Pulverize masonry to maximum 1-1/2-inch (38-mm) size.
 2. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
 1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- E. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- F. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- G. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- H. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.
- I. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- J. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- K. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.

C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

D. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

D. Disposal: Transport waste materials and dispose of at designated spoil areas on Owner's property.

E. Disposal: Transport waste materials off Owner's property and legally dispose of them.

3.7 SAMPLE FORMS

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Submit list of incomplete items in the following format:
 - a. PDF electronic file.
 - b. Three paper copies, unless otherwise indicated. Architect will return two copies.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

- m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections:
 - 1. Division 01 Section 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
- B. Record Specifications: Submit one paper copy annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 4. Refer instances of uncertainty to Architect for resolution.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, record Product Data, and record Drawings where applicable.

- B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as scanned PDF electronic file(s) of marked up paper copy of Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked up miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
- B. Pre-Demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Pre-Demolition Conference: Conduct conference at Project site.

1.5 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.

- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 5. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Closed-Cell Polyurethane Spray Foam.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Product test reports.
- C. Research/evaluation reports.

PART 2 - PRODUCTS

2.1 SPRAY FOAM

- A. Spray applied rigid cellular polyurethane thermal insulation ASTM C1029.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.2 INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Spray-Applied Insulation: Apply spray-applied insulation according to manufacturer's written instructions. Do not apply insulation until installation of pipes, ducts, conduits, wiring, and electrical outlets in walls is completed and windows, electrical boxes, and other items not indicated to receive insulation are masked. After insulation is applied, make flush with face of studs by using method recommended by insulation manufacturer.
- C. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

END OF SECTION 072100

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.

1.2 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Warranties.

1.3 QUALITY ASSURANCE

1.4 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
 1. Architectural Sealants: 250 g/L.
 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 3. Sealant Primers for Porous Substrates: 775 g/L.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing

according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

2.2 SILICONE JOINT SEALANTS

A. Mildew-Resistant Neutral-Curing Silicone Joint Sealant: ASTM C 920.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BASF Building Systems.
 - b. Dow Corning Corporation.
 - c. GE Advanced Materials - Silicones.
 - d. May National Associates, Inc.
 - e. Pecora Corporation.
 - f. Polymeric Systems, Inc.
 - g. Schnee-Morehead, Inc.
 - h. Sika Corporation; Construction Products Division.
 - i. Tremco Incorporated.
2. Type: Single component (S).
3. Grade: Pourable (P) or non-sag (NS).
4. Class: 100/50.
5. Uses Related to Exposure: Traffic (T) or Non-traffic (NT).

2.3 JOINT SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
 - 1. Remove laitance and form-release agents from concrete.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form

smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.
1. Joint Locations:
 - a. Perimeter joints between interior wall surfaces and frames of interior doors.
 2. Joint Sealant: Silicone.
- B. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal non-traffic surfaces.
1. Joint Sealant Location:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 2. Joint Sealant: Silicone.

END OF SECTION 079200

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Interior gypsum board.
 - 2. Exterior gypsum board for walls, ceilings and soffits.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

PART 2 - PRODUCTS

2.1 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Gypsum Co.
 - b. BPB America Inc.
 - c. G-P Gypsum.
 - d. Lafarge North America Inc.
 - e. National Gypsum Company.
 - f. PABCO Gypsum.
 - g. Temple.
 - h. USG Corporation.
- B. Regular Type:
 - 1. Thickness: 5/8 inch.

2. Long Edges: Tapered.

C. Type X:

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

D. Moisture- and Mold-Resistant Type: With moisture- and mold-resistant core and surfaces.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

E. Abuse-Resistant Type: With high-density core.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

2.2 EXTERIOR GYPSUM BOARD FOR WALLS, CEILINGS AND SOFFITS

A. Exterior Gypsum Soffit Board: ASTM C 931/C 931M or ASTM C 1396/C 1396M, with manufacturer's standard edges.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Gypsum Co.
 - b. BPB America Inc.
 - c. G-P Gypsum.
 - d. Lafarge North America Inc.
 - e. National Gypsum Company.
 - f. PABCO Gypsum.
 - g. Temple.
 - h. USG Corporation.
3. Core: 5/8 inch (15.9 mm), Type X.

2.3 TRIM ACCESSORIES

A. Exterior Trim: ASTM C 1047.

1. Material: Plastic.
2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.

- e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
- f. Expansion (control) joint.
- g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Wallboard: Paper.
 - 2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
- D. Joint Compound for Tile Backing Panels:
 - 1. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
 - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.

- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

3.2 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Regular Type: Vertical surfaces, unless otherwise indicated.
 - 2. Type X: Where required for fire-resistance-rated assembly.
 - 3. Moisture- and Mold-Resistant Type: Within 5' 2" of plumbing fixtures and on existing CMU walls.
 - 4. Abuse-Resistant Type: In residential areas of second floor.

3.3 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.

3.4 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 2: Panels that are substrate for tile.
 - 3. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in other Division 09 Sections.
- E. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions.

3.5 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes acoustical panels and exposed suspension systems for ceilings.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed finish.
- C. Maintenance data.

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics:
 - 1. Surface-Burning Characteristics: Acoustical panels complying with ASTM E 1264 for Class A materials, when tested per ASTM E 84.
 - a. Smoke-Developed Index: 450 or less.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANEL CEILINGS, GENERAL

- A. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
 - 1. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing and inspecting agency.
- B. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel wire; ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 - 1. Size: Select wire diameter so its stress at 3 times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.

- C. Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension system runners.

2.2 ACOUSTICAL PANELS FOR ACOUSTICAL PANEL CEILING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Armstrong World Industries, Inc.
 - 2. BPB USA.
 - 3. Chicago Metallic Corporation.
 - 4. Ecophon CertainTeed, Inc.
 - 5. Tectum Inc.
 - 6. USG Interiors, Inc.
 - 7. Rockfon LLC
- B. Basis-of-Design Product: Subject to compliance with requirements, provide Rockfon "Alaska"
- C. Classification: Provide panels complying with ASTM E 1264 for type and form as follows:
 - 1. Type and Form: Type XX, other types; described as high-density, ceramic- and mineral-base panels with scrubbable finish, resistant to heat, moisture, and corrosive fumes.
- D. Color: White.
- E. LR: Not less than .86.
- F. NRC: Not less than .90.
- G. CAC: Not less than 22.
- H. AC: Not less than 180.
- I. Edge/Joint Detail: Square.
- J. Thickness: 3/4 inch (19 mm).
- K. Modular Size: 24 by 24 inches (610 by 610 mm).

2.3 METAL SUSPENSION SYSTEM FOR ACOUSTICAL PANEL CEILING

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. BPB USA.
 - 3. Chicago Metallic Corporation.

4. Ecophon CertainTeed, Inc.
 5. USG Interiors, Inc.
 6. Rockfon LLC
- C. Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation, with prefinished 15/16-inch- (24-mm-) wide metal caps on flanges.
1. Structural Classification: Heavy-duty system.
 2. End Condition of Cross Runners: Override (stepped) type.
 3. Cap Material: Steel cold-rolled sheet.
 4. Cap Finish: Painted white.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with ASTM C 636, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders.
- C. Suspend ceiling hangers from building's structural members, plumb and free from contact with insulation or other objects within ceiling plenum. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers, use trapezes or equivalent devices. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
- E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

END OF SECTION 095113

SECTION 099110 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and field painting of exposed exterior and items and surfaces, including but not limited to soffit canopy, gable ends, stucco, exposed structural steel, awning window frames, steel doors and frames.
- B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1.2 SUBMITTALS

- A. Product Data: For each paint system indicated. Include block fillers and primers.
- B. Samples for Initial Selection: For each type of finish-coat material indicated.
- C. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
 - 1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.

1.3 QUALITY ASSURANCE

- A. Source Limitations: Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.

1.5 PROJECT CONDITIONS

- A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).
- B. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.
- B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Benjamin Moore & Co. (Benjamin Moore). Basis-of-Design unless otherwise noted
 - 2. Coronado Paint Company (Coronado). Basis of Design unless otherwise noted.
 - 3. ICI Dulux Paint Centers (ICI Dulux Paints)
- C. Coronado Paint Company will be shown in the specified systems. Products of manufacturer's listed above will be accepted meeting those specifications. Products of other manufacturer's not listed above shall not be accepted without written approval from the Architect.

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. Colors: As indicated by manufacturer's designations.

2.3 EXTERIOR PRIMERS

- A. Exterior Concrete and Masonry Primer: Factory-formulated alkali-resistant acrylic-latex primer for exterior application.
- B. Exterior Ferrous-Metal Primer: Factory-formulated rust-inhibitive metal primer for exterior application.
- C. Exterior non-ferrous or Galvanized Metal Primer: Factory-formulated galvanized metal primer for exterior application.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime.
 - 2. Cementitious Materials: Power-wash concrete unit masonry, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - 3. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
 - 4. Non-ferrous or Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

- D. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
 5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 8. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
 9. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
 10. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. Omit primer over metal surfaces that have been shop primed and touchup painted.
 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special

- attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- F. Mechanical items to be painted include, but are not limited to, the following:
1. Uninsulated metal piping.
 2. Uninsulated plastic piping.
 3. Pipe hangers and supports.
 4. Duct, equipment, and pipe insulation having "all-service jacket" or other paintable jacket material.
- G. Electrical items to be painted include, but are not limited to, the following:
1. Switchgear.
 2. Panelboards.
 3. Electrical equipment that is indicated to have a factory-primed finish for field painting.
- H. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- I. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

- K. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
 - 1. Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
 - 2. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

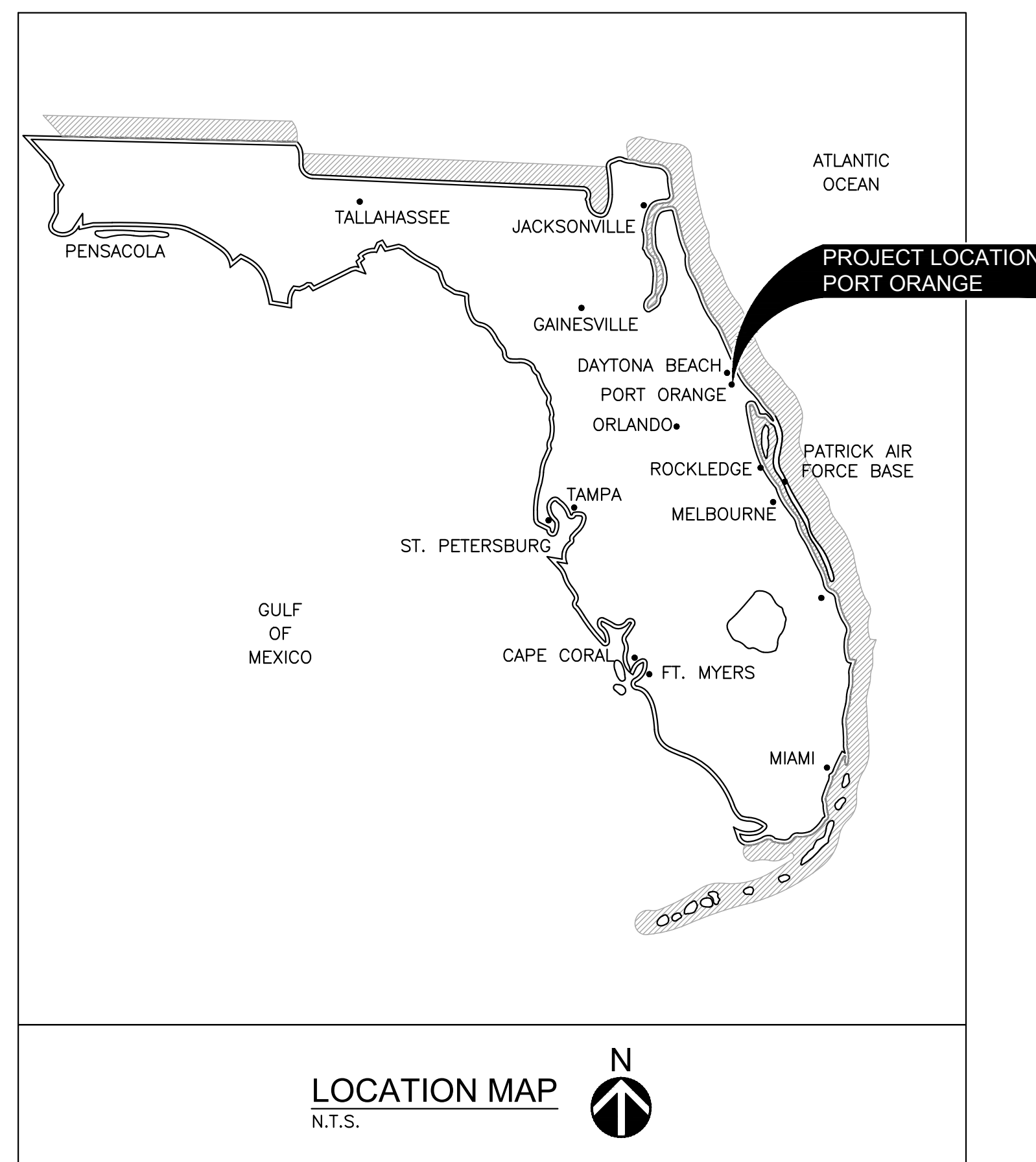
3.7 EXTERIOR PAINT SCHEDULE

- A. Concrete, Stucco, EIFS, and Masonry (Other Than Concrete Unit Masonry): Provide the following finish systems over exterior concrete, stucco, and brick masonry substrates:
 - 1. Low-Luster Acrylic Finish: Two finish coats over a primer.
 - a. Primer: Exterior concrete and masonry primer: Basis-of-Design: CPC Elastite #48.11, Sealer: SPS-500 Richards 100% Acrylic.
 - b. Finish Coats: Exterior low-luster acrylic paint: CPC Crylicote Gold #410.

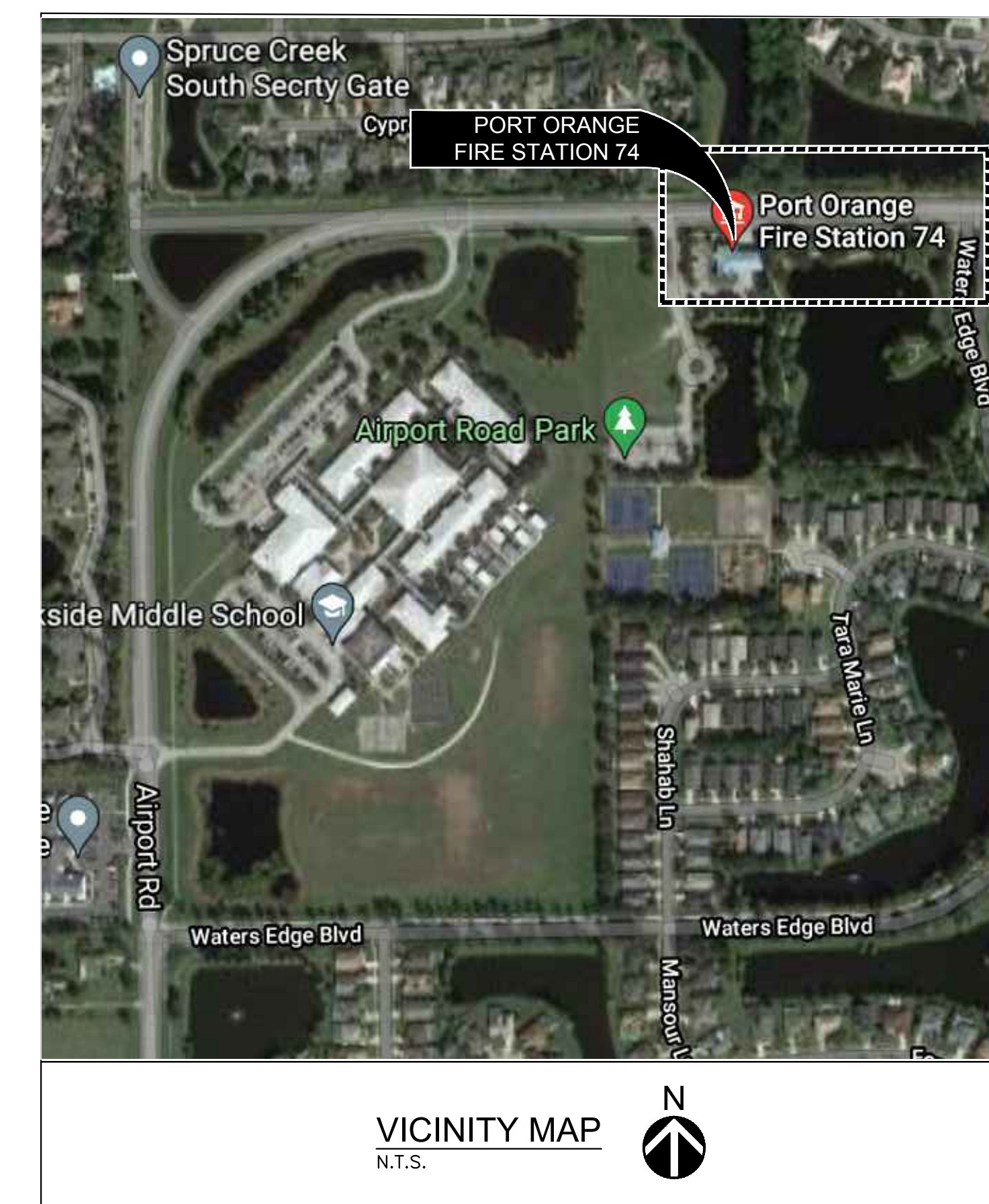
- B. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items. Basis-of-Design: Corotech V180, Rust Arrestor over rusted surfaces and Corotech V160 Epoxy Mastic. Structural Steel only: 35-147 Primer Alkyd Red Rust Scat.
1. Semigloss Acrylic-Enamel Finish: Two finish coats over a rust-inhibitive primer.
 - a. Primer: Exterior ferrous-metal primer.
 - b. Finish Coats: Exterior semigloss acrylic enamel: 31-424 Duronic Bronze to match existing metal.
- C. Non-ferrous and Galvanized Metal: Provide the following finish systems over exterior zinc-coated metal surfaces:
1. Full-Gloss Acrylic-Enamel Finish: Two finish coats over a galvanized metal primer.
 - a. Primer: Exterior galvanized metal primer. Basis-of-Design: V175 Bonding Primer.
 - b. Finish Coats: Exterior full-gloss acrylic enamel for ferrous and other metals Basis-of-Design: CPC Corotech V330-62 Acrylic DTM Bronze-Tone Gloss Enamel.
- D. Manufacturers and Suppliers Responsibilities:
1. Monitoring of critical phase points i.e.; cleaning, priming/sealing, caulking, and finishing will be performed periodically by either the manufacturer's rep. or the supplier's rep. The monitoring process will be random and unannounced. The monitoring process is strictly for the benefit and comfort of the Paint Company and the supplier. This is not an inspection that certifies conformance of the specification. A third party independent inspector should be employed by the Owner or Association for certified application inspection.
 2. A final review of the project will be performed at the completion of the job, no warranty will be issued until a final review has been completed. This final review confirms that the products used are as specified.
- E. Warranty Information:
1. (7) Seven Year, Non-Prorated, Limited Material and Labor Warranty Warrants that the materials used, as manufactured by Benjamin Moore, Coronado, Devoe or Richards Paints, are manufactured to specification and free from defects. These specified coatings will not flake, crack, peel, or blister when applied to a properly prepared masonry substrate, due to a material defect. This warranty does not apply to the condition of or to any failure of the pre-existing paints or any pre-existing structural defects. There is no warranty on metal or against rust or corrosion of metals, or discoloration from masonry alkalinity burn. Substrate repairs and mechanical damage of paint is not covered under warranty.

END OF SECTION 099110

100% FOR REVIEW
11/02/2021



DRAWING INDEX			
REV	INDEX	DRAWING	DESCRIPTION
1	1	G-001	COVER SHEET AND INDEX
—	2	A1.0	DEMO AND NEW CEILING PLANS
—	3	A2.0	CROSS SECTION
—	4	M-001	MECHANICAL ABBREVIATIONS, LEGENDS AND NOTES
—	5	MD-100	HVAC PLAN — DEMO
—	6	M-100	HVAC PLAN — NEW
—	7	M-500	DETAILS
—	8	M-600	SCHEDULES
—	9	M-700	CONTROLS
—	10	E-001	ELECTRICAL ABBREVIATIONS, LEGENDS AND NOTES
—	11	ED100	LIGHTING PLAN — DEMO
—	12	ED200	POWER PLAN — DEMO
—	13	E-100	LIGHTING PLAN — NEW
—	14	E-200	POWER PLAN — NEW
—	15	E-600	PANELBOARD SCHEDULES



-	ANSWER TO RFI	4/6/2022

6701 AIRPORT RD

PORT ORANGE, FL

PORT ORANGE

FIRE STATION 74 UPGRADES

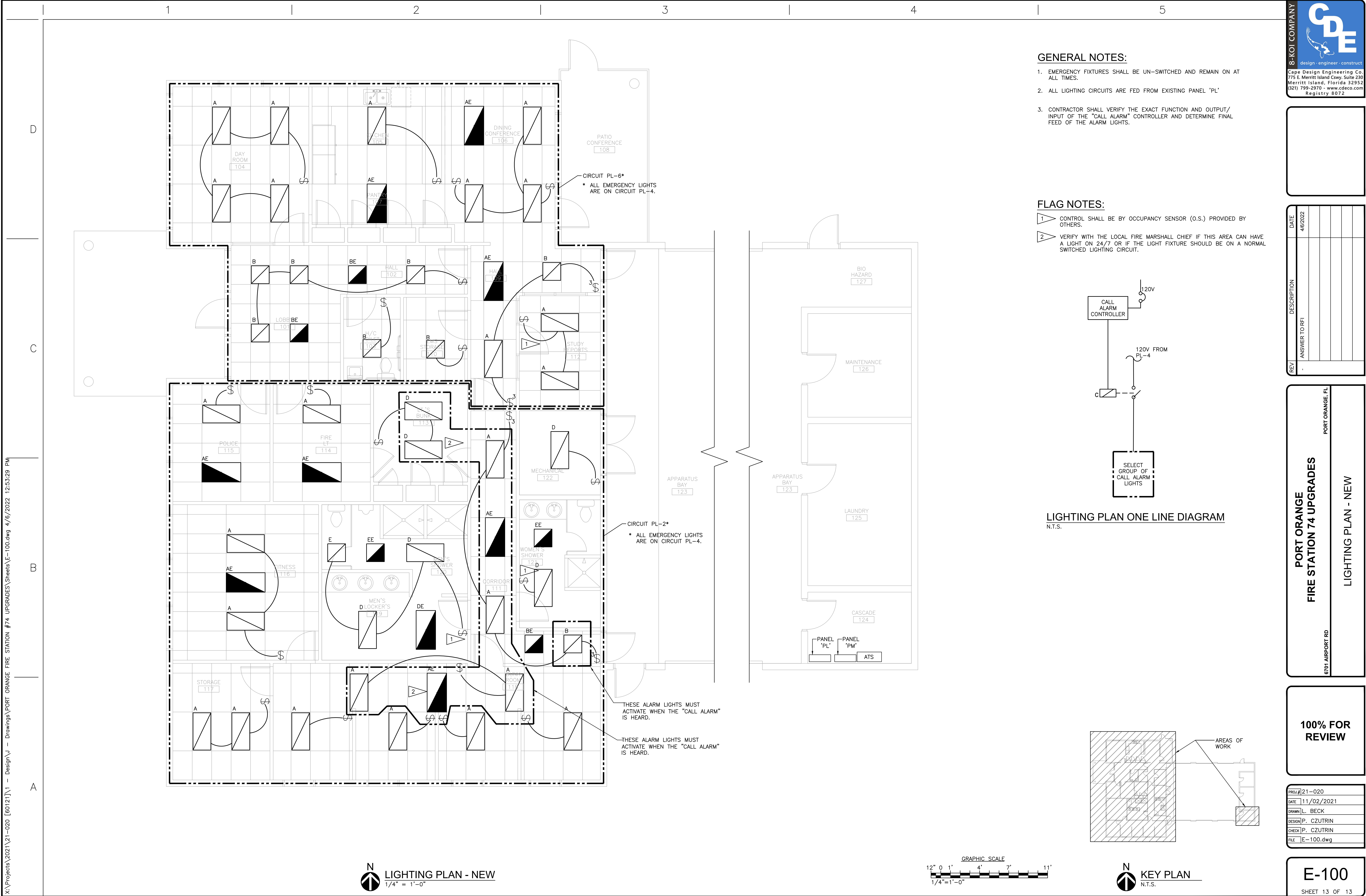
COVER SHEET AND INDEX

**00% FOR
REVIEW**

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G-001

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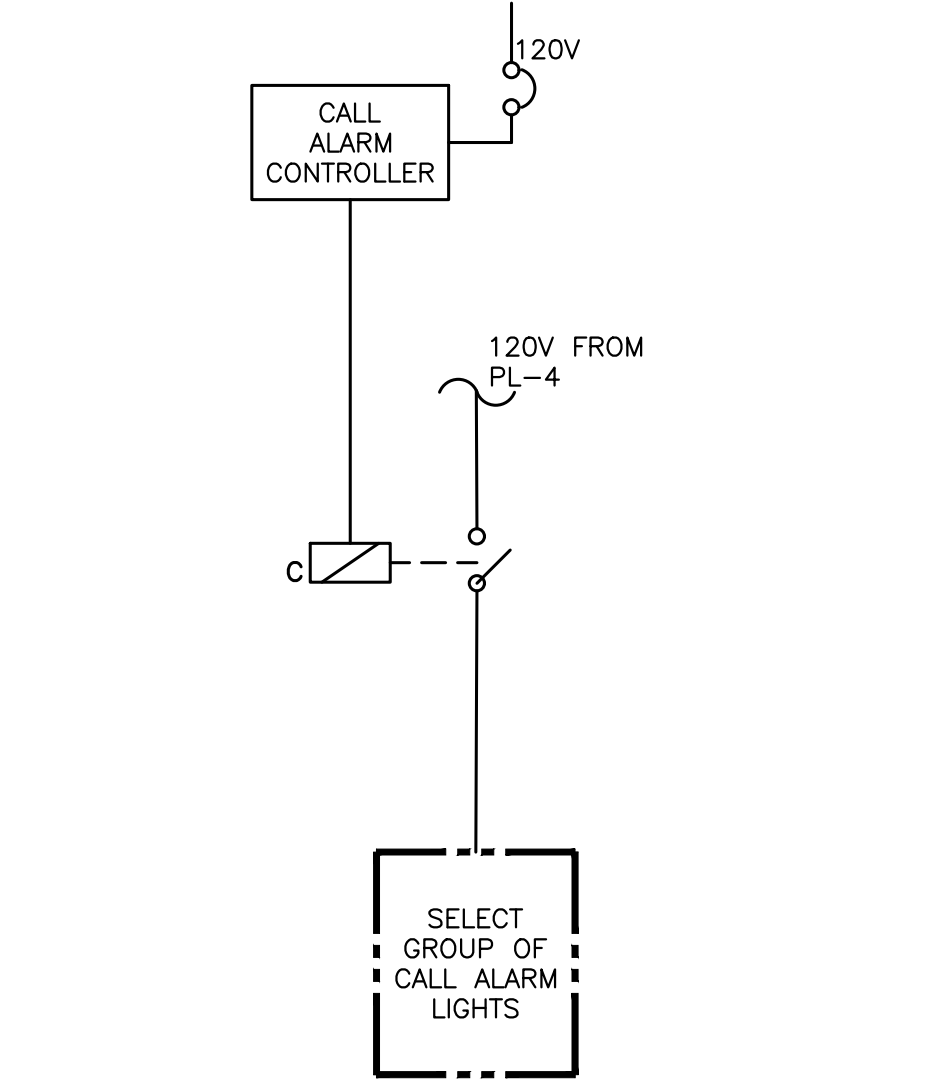


GENERAL NOTES:

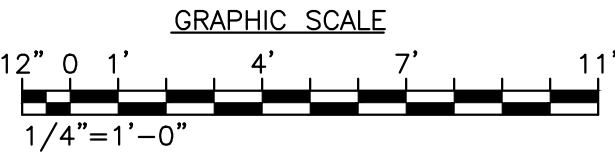
- 1. EMERGENCY FIXTURES SHALL BE UN-SWITCHED AND REMAIN ON AT ALL TIMES.
- 2. ALL LIGHTING CIRCUITS ARE FED FROM EXISTING PANEL 'PL'
- 3. CONTRACTOR SHALL VERIFY THE EXACT FUNCTION AND OUTPUT/ INPUT OF THE "CALL ALARM" CONTROLLER AND DETERMINE FINAL FEED OF THE ALARM LIGHTS.

FLAG NOTES:

- 1. CONTROL SHALL BE BY OCCUPANCY SENSOR (O.S.) PROVIDED BY OTHERS.
- 2. VERIFY WITH THE LOCAL FIRE MARSHALL CHIEF IF THIS AREA CAN HAVE A LIGHT ON 24/7 OR IF THE LIGHT FIXTURE SHOULD BE ON A NORMAL SWITCHED LIGHTING CIRCUIT.



LIGHTING PLAN ONE LINE DIAGRAM
N.T.S.



8-KOI COMPANY
design · engineer · construct

Cape Design Engineering Co.
775 E. Merritt Island Cswy, Suite 230
Merritt Island, Florida 32952
(321) 799-2970 · www.cdeco.com
Registry 8072

REV	ANSWER TO RFI	DESCRIPTION	DATE
-			4/6/2022

PORT ORANGE, FL
FIRE STATION 74 UPGRADES

6701 AIRPORT RD

LIGHTING PLAN - NEW

100% FOR REVIEW

PROJ#	21-020
DATE	11/02/2021
DRAWN	L. BECK
DESIGN	P. CZUTRIN
CHECK	P. CZUTRIN
FILE	E-100.dwg

E-100
SHEET 13 OF 13

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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 Business Manager

FROM: Ronny Buttrum, Deputy Director of Public works

DATE: June 22, 2022

SUBJECT: Recommend Award to Paul Culver Construction, Inc. of the Fire Sta #74
Ceiling / HVAC Replacement - ITB #22-08

REQUEST:

The Public Works & Utilities Department is requesting the City Council to approve contract award to Paul Culver Construction, Inc. ITB #22-08 in the amount of \$398,000 plus \$10,000 for unforeseen conditions for a total of \$408,000.

PURPOSE:

The purpose of this request is maintain the building at Fire Station 74.

CONSIDERATION:

Fire station 74 was built in 1999. The air conditioners and ceiling were replaced in 2013/2014. About 6 years ago, mold was detected in/on the ductwork because of sweating of the ducts. This sweating has rotted the drywall ceiling. Staff and contractors have addressed the mold issues so far. The duct insulation was removed and then double insulated to try and stop the ducts from sweating and over 20 off ridge vents were installed. None of that work resolved the issue. The existing drywall ceiling, HVAC equipment, ductwork and accessories will be removed and replaced. The project was bid in accordance with City policy and four (4) bids were received:

Paul Culver Construction, Inc.	\$398,000
APM Construction	\$415,300
Air Mechanical & Service Corp	\$424,000
A.G. Pifer Construction, Inc.	\$447,244

The Public Works & Utilities Department is requesting a Standard Contract for Services be awarded to Paul Culver Construction, Inc. in the amount of \$398,000 plus \$10,000 for unforeseen conditions. Since this construction work is located in the attic area of the

building and not all areas could be thoroughly inspected during the development of the scope of work, staff is asking for approval of an additional \$10,000 for unforeseen conditions. The project has been fully funded.

FUNDING:

General Fund Capital Project

Fund: 317

Cost Center: Building Maintenance

Spend Category: Buildings – Capital Repair and Maintenance

Budget: \$327,700

Actual: \$327,700

Project: OBM200

Building Maintenance Fund

Fund: 506

Fund Name: Building Maintenance

Cost Center: Building Maintenance

Program: None

Spend Category: Buildings – Capital Repair and Maintenance

Budget: \$95,300

Actual: \$80,300

Project: OBM200

RECOMMENDATION:

The Public Works & Utilities Department recommends the City Council to approve contract award to Paul Culver Construction, Inc. ITB #22-08 in the amount of \$398,000 plus \$10,000 for unforeseen conditions for a total of \$408,000.

ATTACHMENTS:

a.) ITB #22-08 Bid Documents

CC: Tom DiEulio, Operations Manager
Frank Flagg, Facilities Manager
Robert Bryant, Facilities Supervisor



NOTICE OF INTENT TO AWARD

ITB #22-08

Fire Station #74 Ceiling and HVAC Replacement

May 2, 2022

On April 28, 2022 Purchasing received four (4) bid submittals for ITB #22-08 Fire Station #74 Ceiling and HVAC Replacement.

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

Paul Culver Construction, Inc.

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 May 5, 2022 at 9:00 a.m. E.D.T.



ITB #22-08 Fire Station #74 Ceiling and HVAC Replacement

April 28, 2022 @ 2:30 PM

BID TABULATION

			NON-RESPONSIVE	NON-RESPONSIVE	
ITEM #	DESCRIPTION	Paul Culver Construction, Inc.	APM Construction Corp.	Air Mechanical & Service Corp.	A.G. Pifer Construction Co., Inc.
1	Fire Station #74 Ceiling and HVAC Replacement	\$398,000.00	\$415,300.00	\$424,000.00	\$447,244.00

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

Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation

ITB #22-08



City of Port Orange Purchasing Division

Prepared by: Jennifer Cox, Purchasing Agent

Release Date: March 24, 2022

Bid Due Date & Time: April 28, 2022 at 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 #22-08

FIRE STATION #74 CEILING/HVAC REPLACEMENT & MOLD REMEDIATION

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on April 28, 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. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid Conference and Site Visit for the project at 10:00 A.M. (local time) on April 7, 2022 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 **MUST** 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 must be submitted with each submission.

DESCRIPTION: The City of Port Orange is soliciting sealed Bids for the purpose of limited interior repairs including replacement of the existing ceiling and replacement of the existing HVAC system.

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 of Section 2.266. 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 Purchasing Agent, Jennifer Cox, jcox@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation"** in the subject line. Last day for questions will be, **April 14, 2022 by 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 #22-08
BID TITLE:	FIRE STATION #74 CEILING/HVAC REPLACEMENT & MOLD REMEDIATION
DUE DATE/TIME:	APRIL 28, 2022 AT 2:30 P.M.
SUBMITTED BY:	(Name of Company)
ADDRESS:	
DELIVER TO:	CITY OF PORT ORANGE ATTN: JENNIFER COX, PURCHASING AGENT PURCHASING DIVISION 1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk’s Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation at 6701 Airport Rd, Port Orange, FL 32128.

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 24, 2022
Mandatory Pre-Bid Conference and Site Visit.....April 7, 2022 at 10:00 A.M.
Deadline for Questions.....April 14, 2022 by 5:00 P.M.
Final Addendum PostingApril 21, 2022 by 5:00 P.M.
Bids Due.....April 28, 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: Jennifer 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 will 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 at the meeting and site visit as proof of attendance. The site visit will immediately follow the meeting in Council Chambers.

QUESTIONS REGARDING THIS ITB:

All questions must reference **"ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation"** in the subject line and shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Jennifer 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. 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. Bidders who do not acknowledge the correct number of addenda may be deemed non-responsive.

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.

SCHEDULE OF UNIT PRICING:

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 complete 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 (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. 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.

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SECTION 3 - SCOPE OF WORK

SCOPE OF WORK:

This scope of work consists of furnishing all labor, equipment, and materials including but not limited to, the following:

Limited interior repairs at Fire Station 74 including replacement of the existing ceiling and HVAC system.

SUMMARY OF WORK:

1. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all work required by these Specifications and Drawings (Attachment A & Attachment B)
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.

DRAWINGS, SPECIFICATIONS, AND REQUIREMENTS:

You can find separate PDFs of these document on the City of Port Orange website at the link below:

<https://www.port-orange.org/bids.aspx> and DemandStar website www.demandstar.com.

Document Title:

- **“Attachment A” – PORT ORANGE FIRE STATION #74 UPGRADES**
- **“Attachment B” – FS74 REMODEL PLANS**

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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 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 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 that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status. (Also called “Bidder” or “Proposer”.)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by 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 emailing 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, 2021 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, he/she should return the enclosed "Bidder Acknowledgement Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the 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 be unnecessary. 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 are 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 a 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, then 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 businesses as defined in section 2-275 of the Code of Ordinances.
4. Firm with the lowest volume of work on city projects within the last five years. The information will be based on information provided by the proposer, subject to verification at the city's option.

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.

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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.		

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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 accommodated 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. **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 (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 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:

Three hundred sixty-five (365) days from receipt of Notice to Proceed from the City for substantial completion and an additional thirty (30) days for final completion, not to exceed a total of three hundred ninety-five (395) days for the term of the contract.

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. Substantial Completion Time: Not to exceed three hundred sixty-five (365) days from the date of the Notice to Proceed.
- D. Final Completion Time: Thirty (30) days from substantial completion time.
- E. Total Completion Time: Not to exceed three hundred ninety-five (395) days from the date of the Notice to Proceed.

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.

PROOF OF E-VERIFY REGISTRATION

Bidders who do not include proof of E-Verify registration with form 7.10 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive

LICENSES AND PERMITS

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

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 be required to furnish and pay for a satisfactory 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.

BID BONDS:

A certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the bidder and an acceptable surety in the amount equal to (5%) of the total amount of the 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.

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.

SAFETY:

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction 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.

REPAIR OF DAMAGES:

It is the responsibility of the Contractor 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 and shall inspect the repairs upon completion.

[Remainder of 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 – Listing 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
- _____ Attachment 1 – Schedule of Unit Pricing
- _____ Current Bonding Capacity Letter (as outlined in Section 6)
- _____ Original Recorded Bid Bond
- _____ Copy of all currently held licenses (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED NAME OF SIGNATORY: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

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

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

(FORM 7.8 – 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					
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. 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

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELEGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws of the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:** ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation

Business Name _____

Contact Person/Title _____

Address _____

City, State Zip _____

Length of time at address provided _____

Phone Number _____

Email _____

Physical Presence of Business: ☐ Headquarters ☐ Principle Place of BusinessAnd within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Federal Tax Classification: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____****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: _____

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

ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

49 of 112



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 (print out the first 2 pages and send along with this form).

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 #22-08 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

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 - SCHEDULE OF UNIT PRICING:

			
"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING			
BID FORM			
ITB 22-08			
FIRE STATION #74 CEILING/HVAC REPLACEMENT & MOLD REMEDIATION			
Completed "Attachment 1" Schedule of Unit Pricing Bid 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 electronically.			
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.			
Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.			
NAME OF BUSINESS:			
CONTACT PERSON:			
EMAIL ADDRESS:			
AUTHORIZED SIGNATURE:			
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK			
ITEM #	DESCRIPTION	QTY	Amount
1	Removal and Replacement of Ceiling	1	
1	Replacement of HVAC System	1	
1	Mold Remediation/Interior Repairs	1	
		TOTAL BID PRICE	
Number of calendar days to complete project upon receipt of Notice to Proceed:		DAYS:	

This document must be completed and returned with your Submittal

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description:

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

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 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation

Description of Work: ITB 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation

Project Location: City of Port Orange Fire Station 74, 6701 Airport Road, Port Orange, Volusia County, Florida 32128.

Legal Description: Portions of Parcel ID #: 6307-00-00-0012.
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 Fire Station 74
6701 Airport Road, Port Orange, FL 32128**

Parcel ID:
633100000025

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

EXHIBIT "A"

ITB 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation

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 AIA Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation, 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

AGREEMENT made as of the « » day of « » in the year «2022»
(In words, indicate day, month and year.)

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

«City of Port Orange,» «a Florida municipal corporation»
«1000 City Center Circle»
«Port Orange, Florida 32129»
«(386) 506-5575»

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

« »
« »
« »
« »

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

«ITB 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation
Services»
« »
«Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation Services Limited
interior repairs at Fire Station 74 including replacement of the existing ceiling and HVAC
system»

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

«DJ Design Services, Inc.» «a Florida corporation»
«913 North Nova Road»
«Holly Hill, Florida 32117»
«(386) 255-6987»

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

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

☐ [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)



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

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

§ 3.3 Substantial Completion

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

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

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

[«X-»] By the following date: «-Contractor shall achieve Substantial Completion of the work not later than 365 days from the issuance of a written Notice to Proceed issued by the City, with final completion 30 days thereafter.»

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

Portion of Work	Substantial Completion Date
N/A	N/A

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
N/A	N/A

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

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

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

Item	Price
N/A	N/A

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

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

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

«\$0.00 per day-»

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

«-»

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 1st » day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the « 10th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than « 30 » days after the Architect receives the Application for Payment. Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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§ 5.1.7 Retainage

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

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

«Five Percent (5%)»

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«No reduction of retainage below five percent (5%)»

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

«Deleted in its entirety»

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

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

§ 5.2 Final Payment

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

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

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

« »

§ 5.3 Interest

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

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

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.

« » % « »

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

~~«—Architect's actions, subject to recommendation to Owner, and Owner approval prior to action.»~~

~~«—»~~
~~«—»~~
~~«—»~~

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

☐ Other (Specify)

~~«—»~~

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

~~« »~~

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

~~« »~~

«Lynn Stevens, Public Works and Utilities Director»
«1000 City Center Circle»
«Port Orange, Florida 32129»
«(386) 506-5750»
«lstevens@port-orange.org»

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

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

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

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

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

«—»

§ 8.7 Other provisions:

§8.7.1 PUBLIC RECORD 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 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; and (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.

§ 8.7.2 RECORDS

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24 <http://dos.myflorida.com/library-archives/records-management/>. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.

§ 8.7.3 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.

§ 8.7.4 CONTRACT CONSTRUCTION

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

§ 8.7.5 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.7.6 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

«--»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1** AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A" through "F," all of which are made a part hereof by this reference.
- .2** AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3** AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4** AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

«-ITB 22-08 Drawings, Specifications, and Requirements»

Title	Date	Pages
Attachment "A" – Port Orange Fire Station 74 Upgrades		
Attachment "B" – FS74 Remodel Plan		

- .5** Drawings/Addenda, if any

Number	Title	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .6 SpecificationsOther Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

« »

[« »] The Sustainability Plan:

<u>Title</u>	<u>Date</u>	<u>Pages</u>

[« »] Supplementary and other Conditions of the Contract:

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>

- .7 Addenda, if any: Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

<u>Number</u>	<u>Date</u>	<u>Pages</u>
Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.		

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

<u>Title</u>	<u>Date</u>	<u>Pages</u>

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~~[« »]~~ Supplementary and other Conditions of the Contract:

Document

Title

Date

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~~.0~~ Other documents, if any, listed below:

~~(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)~~



This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DATE;

DATE;

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for the following PROJECT:
(Name and location or address)

«ITB 22-08 Fire Station 74 Ceiling/HVAC Replacement and Mold Remediation Services»
« »

THE OWNER:
(Name, legal status and address)

««City of Port Orange»««a Florida municipal corporation»
««1000 City Center Circle»
Port Orange, Florida 32129
(386) 506-5575

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THE ARCHITECT:
(Name, legal status and address)

««DJ Design Services, Inc»««a Florida corporation»
««913 North Nova Road»
Holly Hill, Florida 32117
(386) 255-6987

THE CONTRACTOR:
(Name, legal status and address)

« »
« »
« »
« »

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



End of Solicitation Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2022

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

Brown and Brown of Florida, Inc.
PO Box 2412

Daytona Beach

FL 32115

CONTACT NAME: Denise D'Abato

PHONE (A/C, No, Ext): (386) 239-7281

FAX (A/C, No): (386) 323-9121

E-MAIL ADDRESS: denise.dabato@bbrown.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Southern Owners Insurance Company

10190

INSURER B: Auto Owners Insurance Company

18988

INSURER C: American Builders Insurance Co.

11240

INSURER D:

INSURER E:

INSURER F:

INSURED

Paul Culver Construction, Inc.
1301 Beville Road, Suite 6

Daytona Beach

FL 32119

COVERAGES

CERTIFICATE NUMBER: 22-23

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			152382-72295734-22	02/10/2022	02/10/2023	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ XCU Included						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
B	☒ ANY AUTO			50-322-862-01	02/10/2022	02/10/2023	GENERAL AGGREGATE \$ 4,000,000
	☐ OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 4,000,000
	☐ HIRED AUTOS ONLY						
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB			50-322-862-02	02/10/2022	02/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ EXCESS LIAB						BODILY INJURY (Per person) \$
	☐ DED ☒ RETENTION \$ 0						BODILY INJURY (Per accident) \$
	☐ CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV 0310621 01	02/10/2022	02/10/2023	PIP \$ 10,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				EACH OCCURRENCE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						AGGREGATE \$ 1,000,000
							Products & Completed Ops \$ 1,000,000
							☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown and Brown of Florida, Inc.		NAMED INSURED Paul Culver Construction, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY

1) 55373 0517 - BLANKET ADDITIONAL INSURED & PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION (ADDITIONAL INSURED-ONGOING OPERATIONS, ADDITIONAL INSURED-COMPLETED OPERATIONS, PRIMARY & NON-CONTRIBUTORY)

AUTO LIABILITY

- 1) 58504 0115 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE (ADDITIONAL INSURED)
- 2) 58583 0115 - WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET
- 3) 58540 1219 - PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA LIABILITY

- 1) 26800 0705 - COMMERCIAL UMBRELLA POLICY (ADDITIONAL INSURED)
 - 2) 66159 12-17 - BLANKET WAIVER TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
 - 3) 66160 12-17 - ADDITIONAL INSURED PRIMARY NONCONTRIBUTORY - BLANKET COVERAGE
- THE UMBRELLA LIABILITY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYERS LIABILITY.

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 – Listing 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
- ☒ Attachment 1 – Schedule of Unit Pricing
- ☒ Current Bonding Capacity Letter (as outlined in Section 6)
- ☒ Original ~~Recorded~~ Bid Bond
- ☒ Copy of all currently held licenses (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format.

BY: Paul Culver Construction, Inc.
Name of Business


Authorized Signature

04-28-2022
Date

This document must be completed and returned with your Submittal



REVISED "ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM
ITB 22-08

FIRE STATION #74 CEILING/HVAC REPLACEMENT

Completed "Attachment 1" Schedule of Unit Pricing Bid 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 electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

BUSINESS:	PAUL CULVER CONSTRUCTION, INC
CONTACT PERSON:	PAUL CULVER CONSTRUCTION, INC
EMAIL ADDRESS:	PAUL@paulculverconstruction.com
AUTHORIZED SIGNATURE:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 SCOPE OF WORK

ITEM #	DESCRIPTION	QTY	TOTAL BID PRICE
1	Interior Repairs and Replacement of the Ceiling and HVAC System	1	398,000.00

REVISED ITB 22-08 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. Bidder shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1: Heating, Ventilation and Air Conditioning

Name: **D G Meyer, Inc.**

Percent of Contract Price: 31%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2: Electrical

Name: **Giles Electric Company, Inc.**

Percent of Contract Price: 14%

Previous Experience Together: Yes/No No

Subcontractor No. 3: Acoustical Ceilings

Name: **A & W Construction Services**

Percent of Contract Price: 2%

Previous Experience Together: Yes/No Yes

Subcontractor No. 4: Insulation

Name: **Attic Man**

Percent of Contract Price: 8%

Previous Experience Together: Yes/No Yes

Subcontractor No. 5: Soffit System

Name: **A & W Construction Services**

Percent of Contract Price: 3%

Previous Experience Together: Yes/No Yes

Subcontractor No. 6: Painting

Name: **Ballou Painting**

Percent of Contract Price: 2%

Previous Experience Together: Yes/No Yes

Subcontractor No. 7: Roofing

Name: **Triangle Roofing**

Percent of Contract Price: 1%

Previous Experience Together: Yes/No Yes

This document must be completed and returned with your Submittal

ITB #22-08 Fire Station #74 Ceiling and HVAC Replacement

BID BOND

Bond No.: n/a

KNOW ALL MEN BY THESE PRESENTS that Paul Culver Construction, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1301 Beville Road #6, Daytona Beach, FL 32119, Tel.: 386-763-4190, (hereinafter called "PRINCIPAL"), and Great Midwest Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 800 Gessner Road Suite 600, Houston, Texas 77024, Tel.: 713-935-0226 (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 28, 2022, for:

Project Name / Bid No.: ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

Project Address: 6831 Airport Rd #6805, Port Orange, FL 32128

Legal Description:

Description of Work: Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

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 28th 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: **Paul Culver Construction, Inc.**

2
Signature
Paul K. Culver President
Corporate Officer & Title

ATTEST:

Signature Paul K. Culver
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Rita Hume

ATTEST:

see attached power of attorney
Signature
Corporate Secretary (Affix Corporate Seal)

SURETY: **Great Midwest Insurance Company**

Donald Bramlage
Attorney-in-Fact (signature)
Donald Bramlage, Attorney-In-Fact
Name & Title
Donald 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.: 000737 NAIC No.: 18694

STATE OF Florida

COUNTY OF Seminole

Before me this day personally appeared Donald Bramlage (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Great Midwest Insurance Company (corporate surety) and that this person has been authorized by Great Midwest 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.

Donald Bramlage
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 28th day of April, 2022, by Donald Bramlage who is personally known to me or who produced n/a as identification.

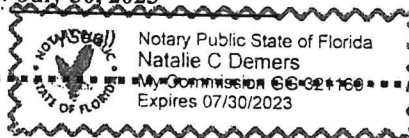
NOTARY PUBLIC - STATE OF Florida

Type or print name: Natalie C. Demers

Commission No.: GG 321169

Commission Expires: July 30, 2023

END OF BID BOND



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

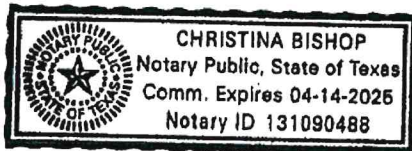


GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



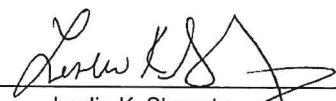
BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of April, 2022.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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):

None

Paul Culver Construction, Inc.

NAME OF BUSINESS

1301 Beville Road, Suite 6

MAILING ADDRESS

Paul K. Culver

AUTHORIZED SIGNATURE

Daytona Beach, FL 32119

CITY, STATE & ZIP CODE

Paul K. Culver

NAME, TITLE, TYPED

386-763-4190 / 386-763-4190

TELEPHONE NUMBER / FAX NUMBER

20-2380437

FEDERAL IDENTIFICATION #

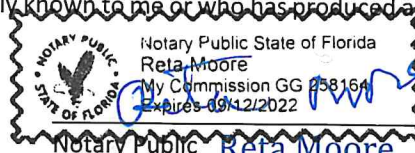
Paul@paulculverconstruction.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of April 28th, 2022 by Personally Known, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires: 09-12-2022



Reta Moore
GG 258164

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: 04-12-2022 Addendum # _____ Date: _____

Addendum # 2 Date: 04-22-2022 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."

Paul Culver Construction, Inc.

Name of Business

By: [Signature]

Printed Name: Paul K. Culver

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 2022, by
Paul K. Culver as President of _____

(NAME)

(TITLE)

Paul Culver Construction, Inc.

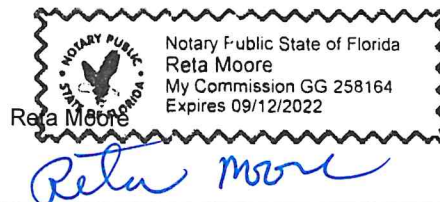
and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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.

Paul Culver Construction, Inc.

Name of Business

By: [Signature]

Printed Name: Paul K. Culver

Title: President

STATE OF Florida

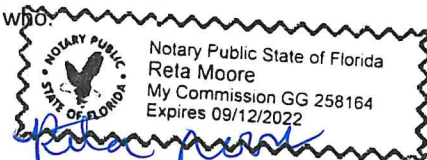
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 2022, by
Paul K. Culver, as President of
(NAME) (TITLE)

Paul Culver Construction, Inc.

(NAME OF ORGANIZATION)

and who



Reta Moore

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

My Comm. GG 258164

Exp. 09-12-2022

This document must be completed and returned with your Submittal

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

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 Paul K. Culver, who, being by me first duly sworn, made the following statement:

1. The business address of 1301 Beville Rd., Daytona Beach, FL 32119 (name of Offeror or business) is _____.
2. My relationship to Paul Culver Construction (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Paul Culver Construction, Inc.

Name of Business

By: _____

Printed Name: Paul K. Culver

Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 20 22, by Paul K. Culver, as President of Paul Culver Construction, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Reta Moore
Reta Moore

My Comm. # is GG 258164

Expires 09-12-2022

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submission



Notary Public, State of Florida
Reta Moore
My Commission GG 258164
Expires 09/12/2022

FORM 7.6 – ANTI-COLLUSION FORM

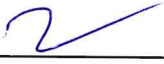
ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Paul Culver Construction, Inc.

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED NAME OF SIGNATORY: Paul K. Culver

TITLE: President

ADDRESS: 1301 Beville Rd. Suite 3

CITY: Daytona Beach STATE: FL ZIP CODE: 32119

TELEPHONE: 386-763-4190 FAX: 386-322-0007

F.E.I.N. NUMBER: 20-2380437

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: Paul Culver Construction, Inc.
- B. Permanent main office address: 1301 Belville Rd., Suite 6, Daytona Beach, FL
- C. Date organized: Articles of Incorporation dated 02-18-2005
- 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? 17
- 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: GC/CM
- 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: Yes
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ Open line \$95,000.00 +
- O. Give bank name, contact name and phone number: Wells Fargo, Gabirelle Johnston, 386-254-7232
- 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.

Paul Culver Construction, Inc.

Name of Business

By: 2

Printed Name: Paul K. Culver

Title: President

STATE OF: Florida

COUNTY OF: Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 2022,
by Paul K. Culver and who:

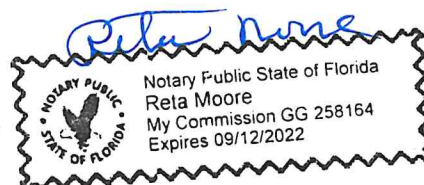
[Notary: Please select one]

☒ Is personally known to me; or

☐ Has produced Personally Known as identification.

Notary Public, State of: Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal.

FORM 7.8 – 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: PEA PHOENIX EAST INTERNATIONAL FLIGHT SCHOOL
Contact Person: Brendan M. Bozzuto, Director of Operations
City, State: Daytona Beach Campus, Florida
Telephone Number: 386-258-0703
Email Address: brendanb@pea.com
Description of goods or Services provided: Converting a 5,000+ square foot airport hangar into a flight training academy
Contract Amount: General Contracting Services
Contract Amount: \$700,000.00
Start/End Date of Contract: Notice to Proceed 06-2018 completed ahead of schedule 04-2019
2. Company Name: ISLAND DOCTORS HUMANA MULTI CM/GC PROJECT
Contact Person: Dr. Roy H. Hinman, II
City, State: St. Augustine, FL
Telephone Number: 386-866-9863
Email Address: dcluver1234@aol.com
Description of goods or Services provided: Interior Build out, ground up construction on multiply doctor's office , including mold remediation
Contract Amount: CM / GC locations State of Florida, Mississippi, Alabamha
Contract Amount: \$20,000,000.00
Start/End Date of Contract: 2007 - On going
3. Company Name: COUNTY OF VOLUSIA
Contact Person: David D. Ogle, Architects, Inc - Hall & Ogle Architects, Inc.
City, State: Daytona Beach, Fl
Telephone Number: 386-255-6163
Email Address: _____
Description of goods or Services provided: Numerous successful construction projects, public and priviate, ground up & renovations.
Contract Amount: General Contraction
Contract Amount: Approximately \$5,000,000.00 combined
Start/End Date of Contract: 02-2018 - Ongoing

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	Attached				
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION: ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement & Mold Remediation

Paul Culver Construction, Inc. Paul K. Culver, President 1301 Beville Rd. Suite 6
Business Name Contact Person/Title Address
Daytona Beach, FL 32119 6 Years
City, State Zip Length of time at address provided
386-763-4190
Phone Number Email paul@paulculverconstruction.com

Physical Presence of Business: ☒ Headquarters ☒ Principle Place of Business
And within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☒ State of Florida

FEIN (Federal Employer Identification Number): 20-2380437
Federal Tax Classification: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****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.

Paul Culver Construction, Inc.
Name of Business
By: _____
Printed Name: Paul K. Culver
Title: President

STATE OF: Florida
COUNTY OF: Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of April, 2022
by Paul K. Culver and who:

[Notary: Please select one]

- ☒ Is personally known to me; or
☐ Has produced Personally Known as identification

Notary Public, State of: Florida

Printed, typed or stamped name, commission and expiration:

Reta Moore Jan 1, 2022 to Jan 1, 2024
Commission # 258164
My Commission Expires 01/01/2024

This document must be completed and returned with your Submittal

ITB #22-08 Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation



CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Fire Station #74 Ceiling/HVAC Replacement and Mold Remediation

Solicitation Number: ITB #22-08

I, the undersigned, hereby certify that Paul Culver Construction, 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, 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 Paul Culver Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit (print out the first 2 pages and send along with this form).

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.

Paul K. Culver, President

(Print or Type Name, Title)

(Signature of Affiant)

20-2380437

(Federal Employer ID Number – FEIN)

1483397

(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 day of 28th April, 2022
by Paul K. Culver as President of
Paul Culver Construction, Inc. on behalf of the company. He/she is personally known to me or has produced Personally Known (TYPE OF ID) as identification.

Reta Moore, Exp. 09-12-2022 Commission GG 258164

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.

Paul Culver Construction, Inc.

Organization Name

ITB #22-08 Fire Station #74

Ceiling/HVAC Replacement and Mold Remediation

Bid Number or Project Name

Paul K. Culver, President

Name(s) and Title(s) of Authorized Representatives



Signature

04-28-2022

Date

This document must be completed and returned with your Submittal



NIELSON, MOSHOLDER & ASSOCIATES

April 1, 2022

City of Port Orange
1000 City Center Circle
Port Orange, Florida

Re: Paul Culver Construction, Inc., 1301 Beville Road #6, Daytona Beach, FL 32119

To Whom it May Concern;

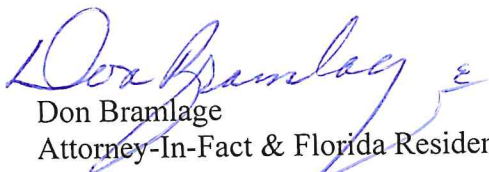
This letter is to serve as a general Statement of Bondability for **Paul Culver Construction, Inc.** Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds on this account up to \$5,000,000 single with a total aggregate program of \$10,000,000.

They are currently bonded through Great Midwest Insurance Company. The Surety Company has an AM Best Rating of A- IX.

Paul Culver Construction, Inc. is an excellent contractor and we hold them in the highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to show the quality and professionalism they possess.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call

Sincerely,


Don Bramlage
Attorney-In-Fact & Florida Resident Agent

Paul Culver Construction, Inc.
Contracts in Process
For the year ended March 31, 2022

Job	Adjusted Contract Price	Total Completed To date	Balance to Complete	Bonded Yes No	Balance Bonded	Anticipated Completion Date
1023 St. Johns St. - ID Palatka	1,600,000	677,440	922,560	N		6/24/2022
2460 Old Moultrie	5,205,000	79,408	5,125,592	N		10/23/2022
Beacon Center Interior Remodel	277,282	219,212	58,069	N		5/22/2022
1432 Peninsula - Barriero	516,000	279,562	236,438	N		5/1/2022
5524 Stewart St - Milton ID Build A&B	500,000	455,270	44,730	N		4/10/2022
5524 Stewart St - Milton ID Build D	100,000	29,971	70,029	N		10/15/2022
5524 Stewart St - Milton ID Build E	100,000	65,411	34,589	N		10/15/2022
Boylston Beach Approach	740,839	124,646	616,193	Y	616,193	8/31/2022
5445 Hibiscus Ave - Kegley	75,000	8,634	66,366	N		5/27/2022
300 Lambert - Angrick Residence	487,000	31,451	455,549	N		10/10/2022
Advanced Auto	8,230	68	8,162	N		4/20/2022
721 Pelican Bay Dr	10,792	418	10,374	N		4/1/2022
Facility Hardening	1,046,125	21,263	1,024,862	Y	1,024,862	7/31/2022
3393 N Oceanshore - Ehlen	1,189,775	-	1,189,775			6/1/2023
Halifax Health Lohman Build Suites 40&50	146,755	-				
Atlantic High Bleachers	198,800	1,373	146,755	Y	146,755	7/1/2022
Pine Ridge Bleachers	198,800	-	197,427	Y	197,427	9/1/2022
Urban Air - Space 501	1,598,000	3,481	198,800	Y	198,800	9/1/2022
Direct Tools	11,320	-	1,594,519	N		8/15/2022
Palmer College Concrete	22,329	208	11,320	N		3/31/2022
1211 Woodland - DeLand	355,275	29,891	22,121	N		4/8/2022
	\$ 14,387,322	\$ 2,027,707	325,384	N		10/20/2022
			12,359,615		2,184,037	
Bonding Letter dated 04-01-2022						10,000,000
Available Bonding Capacity 04-01-2022						7,815,963

FORM 7.7 - STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Project	Type of Work Performed	Contract Amount	Design Architect or EngineerName, Address, Phone & Email	Owner Name, Address, Phone & Email	Completed by own forces	Date of Completion
Atlantic High School	Concrete repair	16,925	N/A	School District of Volusia County 200 N Clara DeLand, FL 32720 rkelly0721@gmail.com	20	2022
Dahlia Park - Volusia County	New Park	1,138,848	Hall & Ogle Architects, Inc. David Ogle, Architect 208 Magnolia Ave. Daytona Beach, FL 32114 Phone: 386-255-6163 Email: dogle@hoarchitects.com	Coastal Division Construction Manager Department of Public Works County of Volusia 515 S. Atlantic Ave Daytona Beach, Florida 32118 Phone: (386) 248-8072 Ext. 20357 nczycki@volusia.org	20	2022
Edwin Peck Park - Volusia County	New Park	1,354,354	Hall & Ogle Architects, Inc. David Ogle, Architect 208 Magnolia Ave. Daytona Beach, FL 32114 Phone: 386-255-6163 Email: dogle@hoarchitects.com	Coastal Division Construction Manager Department of Public Works County of Volusia 515 S. Atlantic Ave Daytona Beach, Florida 32118 Phone: (386) 248-8072 Ext. 20357 nczycki@volusia.org	20	2022
1304 E Vine - Kissimmee ID	Build out new Medical Office	1,281,111	BPF Design, Inc. 207 Fairview Ave Daytona Beach, FL 3214 Phone: 386-257-0572 Email: bpfdesign@cfl.rr.com	Island Doctors Medical Group Dr. Roy Hinman 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2022
City Thrift 108 N Nova Rd Daytona Beach, FL	Interior Remodel	269,638	N/A	Mr. Daniel Warren Brook-Valley Management 4880 Valleydale Road Birmingham, AL 35242 Email: dwarren@brook-valley.com	80	2022
114St. Rd 20 - Interlachen ID	Build out new Medical Office	1,290,410	BPF Design, Inc. 207 Fairview Ave Daytona Beach, FL 3214 Phone: 386-257-0572 Email: bpfdesign@cfl.rr.com	Island Doctors Medical Group Dr. Roy Hinman 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2021
9 River Drive Monica Butera 9 River Drive Ormond Beach, FL 32176	New Home Build	242,512	Beachside Design Group Dale Schmlz 310 South Oceanshore Blvd Flagler Beach, FL Phone: 386-439-5700	Monica Butera 29 River Drive Ormond Beach, FL 32176 pinklady6@live.com	20	2021

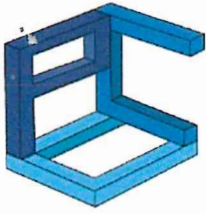
Email: beachsideflagler@gmail.com

RAU Paint Buildings 2359 & 2379 Embry-Riddle Aero University Attn: Accounts Payable 1 Aerospace Blvd Daytona Beach, FL 32114-3900	Painting Interior	95,000	N/A	Embry-Riddle Aero University 1 Aerospace Blvd Daytona Beach, FL 32114	20	2021
RAU Drone Lab Embry-Riddle Aero University Attn: Accounts Payable 1 Aerospace Blvd Daytona Beach, FL 32114-3900	Drone Labe	404,560	Houseman Architecture LLC 931 S Semoran Blvd., #204B Winter Park, FL 32792 Phone: 321-972-8446	Embry-Riddle Aero University 1 Aerospace Blvd Daytona Beach, FL 32114 Chris Ziolkowski Phone: 386-226-6506 email: ziolkbed@erau.edu	20	2021
Palm Harbor Golf Clubhouse 10 Palm Harbor Dr. Palm Coast, FL 32164	Remodel Clubhouse	232,026	Mead and Hunt Architects 4401 Eastport Parkway Port Orange, FL 32127 Phone: 386-761-6810	City of Plam Coast 160 Lake Ave Palm Coast, FL 32164 Phone: 386-986-2463 email: sknopf@palmcoastgov.com	20	2021
RAU Landscape Improvement ICI Embry-Riddle Aero University Attn: Accounts Payable 1 Aerospace Blvd Daytona Beach, FL 32114-3900	Landscape improvement	38,760	N/A	Embry-Riddle Aero University 1 Aerospace Blvd Daytona Beach, FL 32114	20	2021
Volusia County EOC 811 Tiger Bay Road Daytona Beach, FL	Plumbing Repairs	12,766	N/A	Volusia County EOC 3811 Tiger Bay Road Daytona Beach, FL	20	2021
Volusia County SOC 811 Tiger Bay Road Daytona Beach, FL	New pavers	29,200	N/A	Volusia County SOC 3811 Tiger Bay Road Daytona Beach, FL email: payoung@volusia.org	100	2021
Halifax Ormond Pharmacy 688 W Granada Blvd Ormond Beach, FL 32174	Remodel Existing Pharmacy	666,392	Fred M Humphrey & Associates Inc 1201 S Orlando Ave., Suite 300 Winter Park, FL, 32789 Phone: 407-261-3200	Halifax Medical Center 303 N Clyde Morris Blvd Daytona Beach, FL 32114 Email: John.Lavin@halifax.org	20	2021
Campbell Pool 100 S Martin Luther King Blvd Daytona Beach, FL	Build a new Entry Pavillion	300,902	The City of Daytona Beach Public Works Department 950 Bellevue Ave Phone: 386-671-8610 email: cohenbrent@codb.us	The City of Daytona Beach Public Works Department 950 Bellevue Ave Phone: 386-671-8610 email: cohenbrent@codb.us	20	2021
reform 345 Deepark Blvd Milton, FL	New 18,000 sq ft manufacturing warehouse	3,479,211	Roy Williams Architect, Inc. 25465 US 1., Suite 84 St. Augustine, FL 32086 Phone: (904) 422-8986 email: Rwarchitecturegroup@gmail.com	Roy Hinam 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2021

St. John's Plaza 4972-4996 NW Palm Coast Parkway Palm Coast, FL 32137	Store Front Renovations	617,924	Joseph Pozzuoli Architect 314 Moody Blvd Flagler Beach, FL 32136 Phone:386-439-5650 Email: jpa@jpaflorida.com	Dr. Randy Baja St. Joe's Business Center 4 Old Hickory Drive Brooksville, NY 11545 rbaja@optionline.net	20	2021
Grand Haven Community Development 2 North Village Parkway Palm Coast, FL 32137	Corrido Ceilings Replacement	268,898	Brane Heck Architects, Inc Mike Richmond 606 N.E. First Street Gainesville, FL 32601 Phone: 352-372-0425 Email: m.richmond@braneheck.com Email: jpa@jpaflorida.com	Grand Haven Community Development Barry Kloptosky 2 North Village Drive Palm Coast, FL 32137 Phone: 386-447-1888 Email: bkloptosky@ghcdd.com	20	2021
2 North Village Parkway- Palm Coast, FL Grand Haven Community Development	Exterior Renovation	518,432	Brane Heck Architects, Inc Mike Richmond 606 N.E. First Street Gainesville, FL 32601 Phone: 352-372-0425 Email: m.richmond@braneheck.com Email: jpa@jpaflorida.com	Grand Haven Community Development Barry Kloptosky 2 North Village Drive Palm Coast, FL 32137 Phone: 386-447-1888 Email: bkloptosky@ghcdd.com	20	2020
Island Doctors-Naples FL Humana / Island Doctors	Build Out new Medical Office	679,256	Joseph Pozzuoli Architect 314 Moody Blvd Flagler Beach, FL 32136 Phone:386-439-5650 Email: jpa@jpaflorida.com	Island Doctors Medical Gourp/Humana 2450 Vanderbilt Beach Rd Ste 200 & 200A Naples, FL 34109 Phone: 813-390-2658 Email: JCheatam4@humana.com	20	2020
City of Daytona Beach Peninsula Club Window Placement	Replacement of Windows Historical Building	432,518	The City of Daytona Beach Public Works Department Brent Cohen - Architect 950 Bellevue Ave Daytona Beach, FL 32114 Phone: 386-671-6810 Email: cohenbrent@codb.us	City of Daytona Beach 950 Bellevue Ave. # 600 Daytona Beach, FL 32114 Brent Cohen CohenBrent@codb.us	20	2020
Mr. & Mrs. Kirk Shea New Residence 2 Wildwood Lane	3 Bedroom 2 Bath Home	264,275	Beachside Design Group Dale Schmlz 310 South Oceanshore Blvd Flagler Beach, FL Phone: 386-439-5700 Email: beachsideflagler@gmail.com	Mr. & Mrs. Kirk Shea 2 Wildwood Lane Palm Coast, FL 32137 Phone: 785-230-9184 Email: shea4X4@gmail.com Email: katashea1@gmail.com	20	2020
sland Doctors - Edgewater, FL	Build out - New Medical Office	449,889	BPF Design, Inc. 207 Fairview Ave Daytona Beach, FL 3214 Phone: 386-257-0572 Email: bpfdesign@cfl.rr.com	Island Doctors Medical Group Dr. Roy Hinman 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com		
Embry Riddle Aeronautical University	Door Replacement Chanute Complex	93,971	N/A	Embry Riddle Aeronautical University Accounts Payable Department 1 Aerospace Boulevard Daytona Beach, FL 32114 Phone: 386-226-6252 Email: accounts.payable@erau.edu	100	2020
sland Doctors-Cape Coral -Humana / Island Doctors	Tenant Improvments	690,715	JPA Architecture Joseph Pozznoli	Island Doctors Medical Gourp/Humana Dr. Roy Hinman	20	2020

18700 Veterans Blvd. - Port Charlotte, FL Humana / Island Doctors	Tenant Improvements	591,910	314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2019
City of Daytona Beach Municipal Stadium Glass Replacement	Pressbox Glass Improvements	348,230	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Island Doctors Medical Group/Humana David Culver, CEO 100 Arricola Ave St. Augustine, FL 32080 Phone: 904-866-9863 Email: dculver1234@aol.com	20	2019
County of Volusia Alterations to Fire Station 36	Interior & Exterior Improvements	813,182	GRAEF - USA Scott D. Hinrichs, P.E. 2300 Maitland Center Parkway Suite 210 Maitland, FL 32751-7411 Phone: 1-407-659-6500 Email: scott.hinrichs@www.graef-usa.com	City of Daytona Beach Joe Piper, Technical Services, PM Public Work, Daytona Beach Cell 772-708-8814 Phone: 386-671-8608 Email: Piper.Joe@CODB.US	20	2019
County of Volusia Thomas C. Kelly Restroom Remodel	3rd Floor Restroom renovations	117,293	Hall & Ogle Architects, Inc. David Ogle, Architect 208 Magnolia Ave. Daytona Beach, FL 32114 Phone: 386-255-6163 Email: dogle@hoarchitects.com	County of Volusia Gary Morton, Project Manager 123 W. Indiana Ave Deland, FL 32720-4262 Phone: (386) 736-5967 X13289 Email: GMorton@volusia.org	20	2019
Island Doctors Daytona City Florida	Tenant Improvements	245,290	Hall & Ogle Architects, Inc. David Ogle, Architect 208 Magnolia Ave. Daytona Beach, FL 32114 Phone: 386-255-6163 Email: dogle@hoarchitects.com	County of Volusia José R. Alvarez Rolón, PM 123 W. Indiana Ave Deland, FL 32720-4262 Phone: (386)248-1760 Email: JAlvarez@volusia.org	20	2019
City of Flagler Beach Maintenance Building Flagler Beach, FL	Addition to Maintenance Building	120,000	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL 32080 Phone: (904)866-9863 Email: dculver1234@aol.com	20	2018
Phoenix East Aviation 201 Airport Road Bunnell, Florida	Interior/Exterior Renovations	564,491	Mead and Hunt Architects Bernadette Fox 4401 Eastport Parkway Port Orange, FL 32127 386-414-5051 Email: bernadette.fox@meadhunt.com	City of Flagler Beach Fred Griffith 105 South Second Street Flagler Beach, FL 32137 Phone: (386) 517-2000 griffith@cityofflaglerbeach.com	20	2018
Humana Medical 1011 Merrill Jacksonville, FL	Interior Renovations	213,191	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Phoenix East Aviation John Bingham 201 Air Port Road Bunnell, FL Phone: 386-258-0706 Johnb@pea.com	20	2018
Humana Medical 1965 San Jose Blvd Jacksonville, FL	Interior Renovations	283,312	JPA Architecture Joseph Pozznoli 314 Moody Boulevard	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL 32080 Phone: (904)866-9863 Email: dculver1234@aol.com	20	2018

			Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	St. Augustine, FL. 32080 Phone: (904)866-9863 Email: dculver1234@aol.com		
Hammock Community Church Addition Palm Coast, Florida	Addition to Hammock Community Church	338,405	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Hammock Community Church 5299 South Ocean Shore Bvd Palm Coast, FL 32163 Phone: 386-445-6467 Email: hammockchurch@gmail.com	22	2018
Humana Medical 2 Mc Cormick Drive Palm Coast, FL	Interior Renovations	275,499	JPA Architecture Joseph Pozznoli 314 Moody Boulevard Flagler Beach, FL 32136 Phone: 386-439-5650 Email: jpa@jpaflorida.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL. 32080 Phone: (904)866-9863 Email: dculver1234@aol.com	20	2017
Humana Medical Pensacola, FL	Tenant Improvments	504,469	BPF Incorporated 207 Fairview Avenue Daytona Beach, FL 32114 Phone: 386-257-0502 Email: bpfdesign@cfl.rr.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL. 32080 Phone: (904)866-9863	18	2017
Gallo New Home 46 Hernandez Ave	New Home	517,543	BPF Incorporated 207 Fairview Avenue Daytona Beach, FL 32114 Phone: 386-257-0502 Email: bpfdesign@cfl.rr.com	Mr. & Mrs. Carl Gallo 46 Hernandez Ave. Palm Coast, FL 32137 Phone: 305-389-4780 Email: carlskathi@yahoo.com	22	2016
1737 Clyde Morris Drive Island Doctors	Tenant Improvments	117,599	BPF Incorporated 207 Fairview Avenue Daytona Beach, FL 32114 Phone: 386-257-0502 Email: bpfdesign@cfl.rr.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL. 32080 Phone: (904)866-9863	20	2016
21 Hospital Drive Island Doctors	Tenant Improvments	260,257	BPF Incorporated 207 Fairview Avenue Daytona Beach, FL 32114 Phone: 386-257-0502 Email: bpfdesign@cfl.rr.com	Island Doctors David Culver, CEO 100 Arricola Ave St. Augustine, FL. 32080 Phone: (904)866-9863	20	2015



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: **Paul K. Culver**

Title/Role: **President, Project Executive**

Duties Include:

- Responsible for project management and all aspects of project administration.
- Oversees project coordinators, project administrators, purchasing and accounting.
- Negotiates subcontracts and purchase orders for projects.
- Oversees all elements of company operations.

Significant Projects List:

Company:

Paul Culver Construction, Inc

Education:

Father Lopez High School

Daytona State College

Construction Estimating

Construction Scheduling

Legal Aspect in Construction

Construction Cost Analysis

Financial Control

Active Licenses/Accreditations:

State of Florida Certified

General Contractor, #

CGC0159149

Firm's Project Experience

- GC/CM Island Doctors, Florida, Mississippi, Alabama
- GC/CM Preform, LLC 18,000 sq. ft. manufacturing warehouse \$3,400,000.00
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project \$1,085,648.00
- Grand Haven Village \$784,864.00
- Phoenix East Aviation Flight School \$700,000.00
- Volusia County (Thomas Kelly Restroom Remodel) \$117,290.00
- Volusia County (Alteration to Fire Station 96) Osteen, FL \$813,182.00
- Hammock Community Church Alterations, Palm Coast, FL \$338,405.00

Years of Experience:

36 Years of Construction

15 Years with firm

Previous Employer(s):

Hall Construction Co., Inc.

1984 – 2001

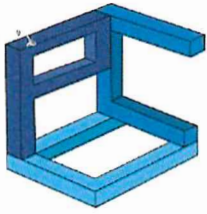
Laborer, Carpenter

Superintendent

Project Manager – Estimator.

Individuals' Project Experience

- City of Port Orange City Hall
- Barnett Bank of America – Port Orange
- Barnett Bank of America – Palm Coast
- Edgewater Elementary School Addition \$1,997,332.00
- Inlet Harbor Restaurant
- White Chapel Church of God
- LPGA Cart Bank
- LPGA Club House
- Comfort Inn – Gainesville, FL
- Central Baptist Church
- South Daytona Pigott Center



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees

Name: Kevin B. Flynn,

Title/Role: Project Manager – Chief Estimator

Duties Include:

- Responsible for project management for all phases of construction
- Prepares and maintains project schedules including CPM schedules.
- Provides input and reviews project schedule for feasibility, sequence, and possible improvement.
- Dictates project pace and ensures progress is maintained throughout the course of construction.
- Conducts site safety training.
- Conducts safety meetings and follow-up.
- Oversees and implements quality control program for all on-site and as-source requirements.
- Coordinates internal resources and vendors for the flawless execution of projects.
- Ensures that all projects are delivered on-time, within scope and within budget.
- Develops detailed project plans to monitor and track progress

Company:

Paul Culver Construction, Inc.
2017-2022

Education:

Memphis State University
1982-1987
Construction Management

Significant Projects List:

Firm's Project Experience

Previous Employer(s):

Kevin Flynn Construction
Owner – PM
2013-2017

Belz Construction Company
Tenant Coordinator - PM
1980 - 2012

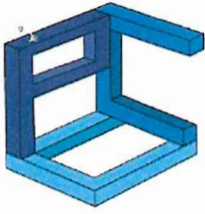
Years of Experience: 37

5 Years with Paul Culver
Construction

- GC/CM Island Doctors, Florida, Mississippi, Alabama
- Embry Riddle Aero University, Drone Lab, Landscaping Project, Door Replacement, Painting of Existing Building \$632,000.00
- Halifax Health Ormond Pharmacy Renovation \$666,392.00
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project \$1,085,648.00
- Phoenix East Aviation Flight School \$700,000.00
- Alteration to Fire Station 36 (Volusia County) \$813,182.00
- Cape Coral Island Doctors \$690,715.00
- Port Charlotte Island Doctors \$591,910.00
- Naples Island Doctors Humana \$679,256.00
- Edwin Peck Park, \$1,400,000
- Dahlia Avenue Park - \$1,300,000

Individuals' Project Experience

- Biscayne Commons Mall – Exterior Renovation \$1,800,000.00
- Flywheel Sports, North Miami Beach \$800,000.00
- Freddy's Frozen Custard & Steakburgers \$1,200,000



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: Rose (Arlene) Pacholsky

Title/Role: Office Manager – Human Resource / Accounting

Duties Include:

- Enhances the organization's human resources by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices.
- Maintains the work structure by updating job requirements and job descriptions for all positions.
- Supports organization staff by establishing a recruiting, testing, and interviewing program; counseling managers on candidate selection; conduction and analyzing exit interviews; and recommending changes.

Company:

Paul Culver Construction, Inc.

2019-Present

Skills:

Made 2 Management

Peach Tree

Quick Books

Microsoft Office

Years of Experience:

46 Years

Previous Employer(s):

Advanced Manufacturing &
Power Systems 2017-2019

FloMet LLC DeLand 2012-
2017

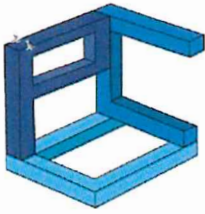
Market Leverage Interactive
Advertising 2008-2011

- Prepares employees for assignments by establishing and conduction orientation and training programs.
- Manages a pay plan by conduction periodic pay surveys scheduling and condition job evaluations preparing pay budgets; monitoring and scheduling individual pay actions; and recommending, planning, and implementing pay structure revisions.

Accounting:

- Managing the full cycle of accounting activities for the company
- Processing the accounts payable.
- Collating and entering vendor expenses
- Preparing bank statements
- Invoicing clients and customers
- Processing accounts receivable
- Maintain the accuracy of the general ledger
- Processing employee timesheets
- Managing the payroll systems.
- Working with accounting firm to prepare monthly Financial Statements



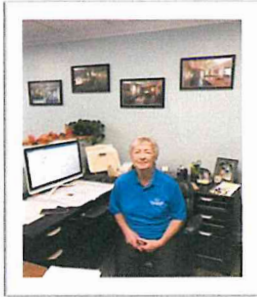


PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: Reta B. Moore

Title/Role: Project Manager Assistant

Duties Include:

Firm's Project Experience

- Liaising with project stakeholders concerning project details and deliverables.
- Assisting in the planning and implementation of projects
- Helping to coordinate and manage project tasks and deliverables.
- Analyzing data as required.
- Conducting administrative duties, such as setting up meetings, drafting invoices and drawing estimates
- Tracking and reporting project progress.
- Performing other duties assigned by the Project
- Manager in an orderly and efficient manner.

Significant Projects List:

- GM/CC Island Doctors, Florida, Mississippi, Alabama
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project \$1,085,648.00
- Grand Haven Village \$784,864.00
- Embry Riddle Aero University, Drone Lab, Landscaping Project, Door Replacement, Painting of Existing Building \$632,000.00
- Halifax Health Ormond Pharmacy Renovation \$666,392.00
- Alteration to Fire Station 36 (Volusia County) \$813,182.00

Individuals' Project Experience

- Port Orange Elementary Additions & Renovations \$2,276,549.00
- Seabreeze High School Phase III Concrete work \$275,696.00
- Additions and Renovations to South Daytona Elementary School \$1,341,915.00

Company:

Paul Culver Construction, Inc.

2018 - Present

Education:

Mainland High School

Daytona State College
Microsoft Office

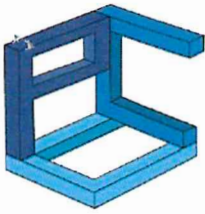
Timberline Software Key
Leader

Notary

Years of Experience: 50
Plus Years of Construction
Experience

Previous Employer(s): Hall
Construction Co., Inc 1977
– 2017

Involved in all aspects of every
project and day to day
operations.



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: Tom Jackomis

Title/Role: Project Superintendent

Duties Include:

- Responsible for project supervision including structures, roads, utilities, and renovations.
- Responsible for all Field Administration, scheduling, and material procurement.
- Field responsibility for safety compliance, quality control and submittal review.
- On-site recordkeeping, RFI's, Red-Lined Drawings, Scheduling and Coordination with Subcontractors

Significate Projects List:

- Hammock Community Church \$335,379.00
- Deerpark Industrial Manufacturing Warehouse \$3,126,319.00
- Palm Harbor Golf Course \$228,070.00
- Hammock Dunes Community Church \$335,379.00
- Island Doctor Projects \$500,000.00
- Grand Haven Community Development \$518,432.00

Company:

Paul Culver Construction,
Inc.
2019 - Present

Education:

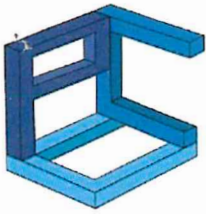
Purdue University
Associate Degree,
Construction
Engineering Technology

Previous Employer(s):

Complete Property
Management 2015-2017

Kenco Construction
2015-2015

Surface Crafters
2011-2015



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: **David Strom**

Duties Include:

- Responsible for project supervision including structures, roads, utilities, and renovations.
- Responsible for all Field Administration, scheduling, and material procurement.
- Field responsibility for safety compliance, quality control, and submittal review.
- On-site recordkeeping, RFI's, Red-Lined Drawings, Scheduling and Coordination with Subcontractors

David Strom, recently became an employee of Paul Culver Construction, Inc. Mr. Strom and Paul Culver worked as a team for approximately 7 years, while at Hall Construction. They completed many commercial projects as a team.

Company:

Paul Culver Construction, Inc.
2021 - Present

Education:

Aledo High School 1984
High School Diploma

Previous Employer(s):

Hall Construction, Inc.
1989 – 01/2021

Interest and Activities

Create scale models replicas of construction equipment. Purchase and rebuild Farmall Tractors. Participate in collector events around the USA

The Museum of Arts and Sciences
Stewart Marchman projects including the Vince Carter Sanctuary.

Volusia County School Board Project.
Volusia County Fire Stations
City of Ormond Beach

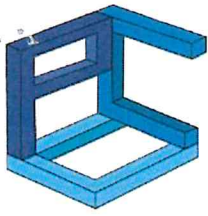
Significant Projects List:

Boylston Beach Approach – Volusia
Beacon Center

Individual Project List

2019-2020 First Baptist Church of Daytona Beach
Phase 1 - 10,154 SF Ground Up. Phase 2 – 20,720 SF
Ground Up. Total Project Cost: \$8,217,573.00

2019-2020 SMA Pine Grove Alterations 6,850 SF
Total Project Cost: \$536,899.00



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

FORM 7.7 Item M - Background and Experience of Key Employees



Name: **Michael Silba, Superintendent**

Duties Include:

- Responsible for project supervision including structures, roads, utilities, and renovations.
- Responsible for all Field Administration, scheduling, and material procurement.
- Field responsibility for safety compliance, quality control, and submittal review.
- On-site recordkeeping, RFI's, Red-Lined Drawings, Scheduling and Coordination with Subcontractors

Company:

Paul Culver Construction, Inc.
2015 - Present

Education:

Lindenhurst High School
High School Diploma 1983

LA Wilson Technical College
1992-1993

Carpentry & Construction
Techniques Certificate 92 - 93

Previous Employer(s):

06/2013 – 02/2015
MJS Contracting Group, LLC

10/2021 – 01/2013
Baylor Plastering and Drywall

03/1997 – 08/2001
Carpentry Innovations

Certifications:

Aerial Lift Operation & Safety
Power Actuated Tools
American Red Cross (basic first aid).
Forklift / Lull Operator

Significant Projects List:

Embry Riddle Aero University Drone Lab
08-21 Completed 10-21. Accelerated Schedule to comply with owner's time frame. Completed Interior Replacement in existing office suite, fast paced project. \$402,538.00

Halifax Health Ormond Beach Pharmacy
12/2021 – 09/2021 Complete Interior Renovations, including Mechanical and specialized Equipment. \$666,392.15

Grand Haven Community Center Ceiling Replacement 07/2020 – 02/2021

Mr. Silva has worked on many other projects for Paul Culver Construction as he is highly qualified as a trim / finish carpenter.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

PAUL CULVER CONSTRUCTION, INC.

Filing Information

Document Number	P05000025877
FEI/EIN Number	20-2380437
Date Filed	02/18/2005
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2014

Principal Address

1301 Beville Road #6
Daytona Beach, FL 32119

Changed: 01/23/2018

Mailing Address

1301 Beville Road #6
Daytona Beach, FL 32119

Changed: 01/23/2018

Registered Agent Name & Address

CULVER, PAUL K
1301 Beville Road #6
Daytona Beach, FL 32119

Address Changed: 01/23/2018

Officer/Director Detail

Name & Address

Title President

CULVER, PAUL K
1301 Beville Road #6
Daytona Beach, FL 32119

Annual Reports



THE CITY OF DAYTONA BEACH

LOCAL BUSINESS TAX RECEIPT # BT-62072

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: PAUL CULVER CONSTRUCTION INC
LOCATION: 1301 BEVILLE RD 6
BUSINESS TYPE: GENERAL CONTRACTOR
LICENSE NOTES: STATE LIC# CGC059149

BT-62072	BUS. LIC. NO.
62072	ACCOUNT NO.
09/30/2021	VALID FROM
09/30/2022	VALID TO
08/16/2021	DATE PAID
100.00	ANNUAL FEES

<u>Fee Code</u>	<u>Description</u>
03550	GENERAL CONTRACTOR

MAIL TO:

PAUL CULVER CONSTRUCTION INC
1301 BEVILLE RD #6
DAYTONA BEACH FL 32119

2022

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS
TAX RECEIPT



THE CITY OF DAYTONA BEACH

Bus Lic No # BT-62072

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

PAUL CULVER CONSTRUCTION INC
1301 BEVILLE RD 6

PAID RECEIPT

<u>Fee Code</u>	<u>Description</u>	<u>Reference</u>	<u>Amt Paid</u>	<u>Date Paid</u>	<u>Pay Method</u>	<u>Check # / Ref</u>
SIGN	SIGNS	2022	15.00	08/16/21	CREDIT	581675359
0355	CONTRACTOR FEES	2022	100.00	08/16/21	CREDIT	581675359

Fees Paid: \$115.00



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

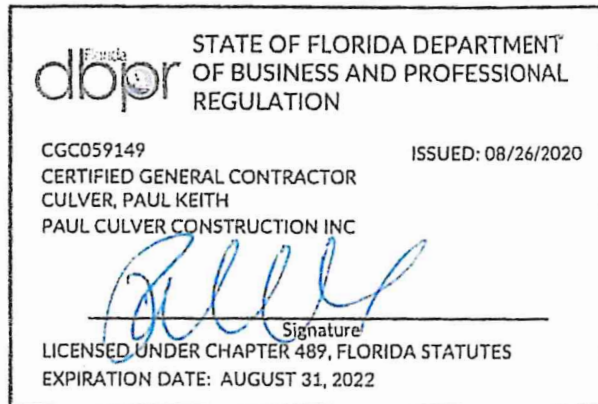
CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CGC059149

EXPIRATION DATE: AUGUST 31, 2022

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CULVER, PAUL KEITH
PAUL CULVER CONSTRUCTION INC
1301 BEVILLE ROAD #6
DAYTONA BEACH FL 32119



ISSUED: 08/26/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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 #: 200503160024

Expires: September 30, 2022

Business Location: 1301 BEVILLE RD STE 6

Business Name: PAUL CULVER CONSTRUCTION INC

Owner Name: PAUL CULVER

Mailing Address 1301 BEVILLE RD STE 6
DAYTONA BEACH, FL 32119

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC059149	301C	11	\$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: 07/01/2021
RECEIPT #: 436148
TOTAL TAX: \$36.00
PENALTY: \$0.00
TOTAL PAID: \$36.00

Business Name: PAUL CULVER CONSTRUCTION INC
Owner Name: PAUL CULVER
Mailing Address 1301 BEVILLE RD STE 6
DAYTONA BEACH, FL 32119



Account #: 200503160024

Expires: September 30, 2022

Business Location: 1301 BEVILLE RD STE 6

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

	Miscellaneous Handtools				
Quantity			Quantity		
	Skil Belt Sander				
1	Generator Frontier 8500 M Watts	1	Bulldog		
1	Wheel Barrow	1	Hitachi Coiled Nailer		
1	Job Box	1	4' Walking Board		
1	8' Step ladder (orange)				
1	6' Step Ladder (green)				
1	4' Ladder				
1	4' Walking Board	1	Makita Grinder		
3	Rolls Ram Board	1	Dewalt Side Grinder (New)		
1	Stihl Demo Saw Gas	1	Ramset		
1	Ryobi Skil Saw	1	Bulldog - Boskh Rotary Hammer		
2	Strings of Temp Lights	1	Porter Cable Oscillating Tool (zing zing)		
9	Rolls Paper tape - Joint Tape	1	Skil Belt Sander		
1	Water Cooler - 5 gallon	1	Hitachi Air Finish Nailer 15 ga		
1	Sledge hammer	1	Ridgid Pin Nailer (brad nailer)		
2	Round Pointed Shovels	1	Ridgid - Shop Vaccum		
1	Post Hole Digger	1	Ryobi Finish Nailer Cordless 18 V Home Depot		
35	36" Grade Stakes	1	Broom		
1	Hand Rake				
2	Zip Wall Poles				
1	Broom	1	Bosch Hammer Drill		
1	Box Rebar Caps	1	Small Yellow Compresor Dewalt		
1	Tarp	1	Rigid Vacume		
1	Hitachi Goi/ Nailer	1	Water Pump Harbor Freight		
1	Coping Saw	4	4 new fall protection		
1	Dewalt 10" Miter Saw	1	gas can		
1	Come Along	1	Sledge Hammer Kobalt		
1	Set Kobalt Saw Horse	1	Push Broom		
1	2- Wheel Cart	1	large shovel		
1	Furniture Dolley	1	concrete boots		
1	Push Broom	1	hand truck		
		1	wheel barrow jackson		
	Office Equipment	1	4' level		
	Computors				
	Laptops	2	Trailers - trash		
	Printers	2	Trailers - Office		
	Desk				
	File Systems				
	Phone Systems				
	Vacume Cleaners				



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (C8b) Approval of renewing the agreements for the purchase of bulk fuel from Mansfield Oil, Petroleum Traders Corporation, and Gentry Oil based on the terms and conditions provided in the Volusia County consortium bid, ITB 19-B-70EM along with a price redetermination previously approved by Volusia County.

DEPARTMENT: Public Utilities

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the renewal of the agreements for the purchase of bulk fuel from Mansfield Oil, Petroleum Traders Corporation, and Gentry Oil based on the terms and conditions provided in the Volusia County consortium bid, ITB 19-B-70EM, as amended by the price redetermination approved by Volusia County.

SUMMARY: The Public Works & Utilities Department requests City Council approve the renewal of agreements for bulk fuel from Mansfield Oil, Petroleum Traders Corporation, and Gentry Oil based on pricing and terms as provided in the Volusia County consortium bid, ITB 19-B-70EM.

In May 2019, the City of Port Orange participated in Volusia County's consortium bid for the purchase of bulk fuel. The initial term of the contract was May 7, 2019 through May 6, 2022 with the option to renew for two (2) one-year terms. The contract expired in May 2022.

Volusia County advertised for bulk fuel on behalf of the consortium members which include Volusia County, Volusia School Board, Votran, Flagler County and the City's of Daytona Beach, Port Orange, South Daytona, New Smyrna Beach, Ormond Beach, and Deland. All pricing submitted was compared to six months of Oil Price Information Service (OPIS) data and a third-party pricing index that is a widely accepted benchmark for supply contracts and used by the county for the past 15 years. The pricing submitted was a cost per gallon.

On April 19, 2022, Volusia County Council approved the first renewal option for the period of May 7, 2022 and continues through May 6, 2023 under the same terms and conditions. Both Mansfield Oil Company and Petroleum Traders Corporations have requested an average of \$0.15 increase to their markup in accordance with Section 12 Unusual Costs due to an unprecedented increase in transportation costs the past two years. City staff is satisfied with the service level that has been provided and recommends extension of the agreements.

Participation in the consortium for the purchase of fuel is in the best interest of the City to ensure the City is purchasing fuel at the lowest price available. The city contract will be issued with an annual spending authority not to exceed the fiscal year budget appropriation approved by the Port Orange City Council for the then-current fiscal year.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Justification Memo Bulk Fuel Purchases Vol County CoOp Bid 19 B 70EM	Justification Memo Bulk Fuel Purchases Vol County CoOp Bid 19 B 70EM.docx
2.	4-19-22 Volusia County Agenda Item for Price Redetermination for bulk fuel	Agenda 9726.pdf
3.	MA 32390A Mansfield Oil Co.	MA 32390A Mansfield Oil Co..pdf
4.	MA 32391A Petroleum Traders Corp.	MA 32391A Petroleum Traders Corp..pdf
5.	MA 32389A Gentry Oil Co. LLC	MA 32389A Gentry Oil Co. LLC.pdf

Julia Wiggins	Created/Initiated - 6/21/2022
Julia Wiggins	Approved - 6/21/2022
Kelly Klausky	Approved - 6/21/2022
Garrett McCafferty	Approved - 6/30/2022
Ronny Buttrum	Approved - 6/30/2022
Steve Parnell	Approved - 6/30/2022
Lynn Stevens	Approved - 6/30/2022
John McKinney	Approved - 7/1/2022
Jill Poolman	Approved - 7/1/2022
Matthew Jones	Approved - 7/7/2022
Wayne Clark	Approved - 7/11/2022
Robin Fenwick	Final Approval - 7/12/2022



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Ronny Buttrum, Deputy Director of Public Works
Julia Wiggins, Public Works & Utilities Business Manager

FROM: Garrett McCafferty, Fleet Manager

DATE: June 21, 2022

SUBJECT: Bulk Fuel Co-op – Renewal & Price Increase

REQUEST:

The Public Works & Utilities Department requests City Council approve the renewal of agreements for bulk fuel from Mansfield Oil, Petroleum Traders Corporation, and Gentry Oil based on pricing and terms as provided in the Volusia County consortium bid, ITB 19-B-70EM.

PURPOSE:

The purpose of this request is to renew the Co-op to allow for the purchase and delivery of bulk fuel for City vehicles, equipment, and facilities.

CONSIDERATION:

In May 2019, the City of Port Orange participated in Volusia County's consortium bid for the purchase of bulk fuel. The initial term of the contract was May 7, 2019 through May 6, 2022 with the option to renew for two (2) one-year terms. The contract expired May 2022.

Volusia County advertises for bulk fuel on behalf of the consortium members which include the Volusia County, Volusia School Board, Votran, Flagler County and the cities of Daytona Beach, Port Orange, South Daytona, New Smyrna Beach, Ormond Beach, and Deland. All pricing submitted was compared to six months of Oil Price Information Service (OPIS) data and a third-party pricing index that is a widely accepted benchmark for supply contracts and used by the county for the past 15 years. The pricing submitted was a cost per gallon.

On April 19, 2022, Volusia County Council approved the first renewal option for the period of May 7, 2022 and continues through May 6, 2023 under the same terms and

conditions. Both Mansfield Oil Company and Petroleum Traders Corporations have requested an average of \$0.15 increase to their markup in accordance with section 12 Unusual Costs Due to the unprecedented increase in transportation costs in the past two years. City staff is satisfied with the service level that has been provided and recommends an extension of the agreements.

Participation in the consortium for the purchase of fuel is in the best interest of the City to ensure the City is purchasing fuel at the lowest price available. The city contract will be issued with an annual spending authority not to exceed the fiscal year budget appropriation approved by the Port Orange City Council for the then-current fiscal year.

FUNDING:

Various

RECOMMENDATION:

The Department of Public Works & Utilities recommends City Council approve the renewal of agreements for bulk fuel from Mansfield Oil, Petroleum Traders Corporation, and Gentry Oil based on pricing and terms as provided in the Volusia County consortium bid, ITB 19-B-70EM.

ANTICIPATED SCHEDULE:

- a) Placed on Civic Clerk – June 21, 2022
- b) Council Award – July 19, 2022

ATTACHMENTS:

- a) Volusia County Master Agreement Documents

Date: 04/19/2022		AGENDA ITEM		Item: 04	
☐ Ordinance		☐ Resolution		☐ Budget Resolution	
☒ Other					
County Goals					
☐	Thriving Communities	☐	Economic & Financial Vitality	☐	Excellence In Government
				☒	NA
Department: Business Services Division: Fleet Management					
Subject: Renewal of agreements for bulk fuel with Gentry Oil Company, Mansfield Oil Company, and Petroleum Traders Corporation 19-B-70EM.					
Jeaniene Jennings Director Business Services  Department Approval		Pamela Wilsky  Approved in Accordance with Purchasing Policies and Procedures		Legal Heather Wallace Assistant County Attorney 	
Robert Gilmore Director Fleet Management  Division Approval		Aaron Van Kleeck  Approved as to Budget Requirements		County Manager's Office Ryan Ossowski Chief Financial Officer 	
Council Action:					
Modification:					
Fund Number(s):		Description:		Amount:	
513 Equipment Maintenance		513-860-6300-5220 (Estimated Annual Expenditure: Fuel)		\$6,188,333.00	
456 Volusia Transportation Authority		456-670-XXXX-5220 (Estimated Annual Expenditure: Fuel)		\$3,072,960.00	
999 Various		999 Various Accounts (Estimated Annual Expenditures)		\$91,500.00	
Total Item Budget: \$9,352,793.00					
Staff Contact(s):				Phone:	
Jeaniene Jennings				386 822 5789	
Robert Gilmore				386 254 1595	
				15789	
				11862	
Summary/Highlights: On May 7, 2019, the county council approved agreements with Gentry Oil Company, Deland FL, Mansfield Oil Company, Gainesville, GA and Petroleum Traders Corporation, Ft. Wayne, IN for bulk fuel for an initial three (3) years with two (2) subsequent one (1) year renewals.					
Staff is satisfied with the service level provided by these vendors and recommends extension					

of the agreements for the first one (1) year renewal with the same terms and conditions. Both Mansfield Oil Company and Petroleum Traders Corporations have requested an average of \$.015 increase to their markup in accordance with Section 12 Unusual Costs due to unprecedented increase in transportation costs in the past two years. The estimated annual expenditure for these services is \$9,352,793.00.

Copies of the fully executed agreements and applicable exhibits are available for review in the purchasing and contracts division.

Recommended Motion: Approval.



Master Agreement

NO. 860 32390A - 1

TERM: 2022-05-08 to 2023-05-07

Page 1 of 2

Date Issued: 05/04/2022

Vendor contact: Name: LIBBY NORRIS Phone: 678-450-2081 E-mail:		County contact: Name: VICTORIA BERTLING Phone: 386-248-1760 E-mail: vbertling@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: MANSFIELD OIL COMPANY 1025 AIRPORT PKWY SW GAINESVILLE, GA 30501-6813		Vendor No. MAO45690000	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 19-B-70EM Award Date: Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Ext: 15788 Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Bulk Fuel			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet *Use new price sheet for cost as of 4/19/22*	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County 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 the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Price Redetermination as of 3/2022

19-B-70EM Bulk Fuel

Mansfield Oil Company



Fuel Type	Markup over OPIS daily low (current)	Vendor Proposed Markup over OPIS daily low	Percentage Difference
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0526	\$0.0730	32.48%
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.2824	\$0.3028	6.97%
E-10 Fuel +/- 8000 gallons	\$0.0512	\$0.0659	25.11%
E-10 Fuel less than 8000 gallons	\$0.3084	\$0.3231	4.66%
Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0526	\$0.0730	32.48%
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.4835	\$0.5039	4.13%
Total Average %			18%
Approved by: <i>Pamela Wilsky</i> Pam Wilsky, NIGP-CPP, CPPO, CPPB Director of Purchasing & Contracts			



Master Agreement

NO. 860 32391A - 1

TERM: 2022-05-08 to 2023-05-07

Page 1 of 2

Date Issued: 04/27/2022

Vendor contact: Name: BILL MINNICK Phone: 800-348-3705 E-mail:		County contact: Name: VICTORIA BERTLING Phone: 386-248-1760 E-mail: vbertling@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: PETROLEUM TRADERS CORP 7110 POINTE INVERNESS WAY FORT WAYNE, IN 46804-7928		Vendor No. 98020200020	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 19-B-70EM Award Date: Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Bulk Fuel			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet AS OF 3/1/22 PRICE INCREASE ON DIESEL AND DYES FUEL ONLY	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County 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 the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

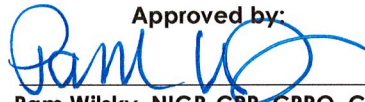
Price Redetermination as of 03/2022

19-B-70EM, Bulk Fuel

Petroleum Traders Corporation



Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0527	\$0.0627	\$0.0202	\$0.0302
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600
Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0527	\$0.0627	\$0.0217	\$0.0317
Dyed Fuel (Off Road) less than 7500 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600

Approved by:

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts



Master Agreement

NO. 860 32389A - 1

TERM: 2022-05-08 to 2023-05-07

Page 1 of 2

Date Issued: 04/27/2022

Vendor contact: Name: BOB GILMORE Phone: 386-734-4239 E-mail:		County contact: Name: VICTORIA BERTLING Phone: 386-248-1760 E-mail: vbertling@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: GENTRY OIL LLC 1761 LANGLEY AVE DELAND, FL 32724-2180		Vendor No. 95012300010	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 19-B-70EM Award Date: Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Bulk Fuel			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

**Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.**

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (C8c) Waiver of Formal Bidding Procedures and Approval to Renew Environmental Legal Liability and Tank Storage Insurance with Aspen Specialty Insurance Company

DEPARTMENT: Administrative Services

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to waive formal bidding procedures and to renew the Environmental Legal Liability and Storage Tank insurance with Aspen Specialty Insurance Company and authorize the Mayor to sign all necessary documents.

SUMMARY: Environmental Legal Liability and Storage Tank Insurance is a specialty insurance offered by a limited number of carriers. Staff worked with Brown and Brown Insurance to survey the market to ensure Aspen Specialty Insurance remained market competitive. Brown and Brown marketed these coverages extensively by UCPM Environmental Insurance, a wholesaler that specializes in pollution liability. There are a number of markets that either will not write in Florida or will not write for public entities. Two carriers declined to quote because their pricing was not competitive with the current policies in place, two other carriers declined to respond, and a fifth carrier could not offer cleanup at the City's wastewater treatment plant, which made their program unacceptable. Aspen's pricing is 4% higher than the current expiring policy, primarily because the tanks are a year older, insurance pricing is rising, company fees are up, and there are no competitive options. The City has maintained coverage through Aspen Specialty Insurance Company since 2014. Aspen has an A.M. Best Financial "A" rating for stability. The insurance covers 40 above ground storage tanks and 5 underground storage tanks located at 31 locations throughout the City and includes coverage for those acts certified to be acts of terrorism under the Federal Terrorism Insurance Act. Pursuant to Section 2-267 of the City Code of Ordinances, the requirements for formal bidding may be waived for insurance coverage expenditures as provided in the insurance fund. A breakdown of policy premiums (which include terrorism coverage premiums) is as follows:

Policy	2021 Premium	Proposed Premium
Storage Tank Liability	\$ 6,048.00	\$ 6,048.00
Site Pollution Liability	\$21,108.00	\$22,189.00
Total Premiums	\$27,156.00	\$28,237.00

Staff recommends that City Council waive formal bidding procedures as it is within current and approved guidelines, and Brown and Brown have served as the insurance

broker on this plan to survey the market to ensure a competitive rate. Staff recommends authorizing the Mayor to renew the insurance for Environmental Legal Liability, Tank Insurance Liability at the rates set forth in the preceding paragraph with Aspen Specialty Insurance and to sign all necessary documents. The signed applications and issued policies create a binding contract.

PRESENTER: Melonie Donnally, Marla Callanan

ATTACHMENTS:

1.	Tank Schedule	Tank Schedule.pdf
2.	City of Port Orange - Proposal	City of Port Orange - Proposal.PDF

Marla Callanan	Created/Initiated - 6/29/2022
Melonie Donnally	Approved - 6/29/2022
John McKinney	Approved - 7/1/2022
Matthew Jones	Approved - 7/7/2022
Wayne Clark	Approved - 7/11/2022
Robin Fenwick	Final Approval - 7/12/2022

2019 Tank Schedule
City of Port Orange
Changes in RED

Dept.	Loc.	Site Name	Address	Description	UST / AST	Tank Install Year	Double or Single Wall	Gallons	Contents	Leak Detection	Piping Install Year	Construction	Requires Financial Responsibility	Misc. Comments
PW	1	Public Works Facility	407 Virginia Ave, Port Orange	Cummins 6CTA8.3 DGFB5588551 / 175 KW emergency generator	AST	2006		300	Diesel	Visual				
PW	1	Public Works Facility	407 Virginia Ave, Port Orange	Kohler Generator/John Deer Power / 25 KW mounted	AST	2006		50	Diesel					
PW	1	Public Works Facility	407 Virginia Ave, Port Orange	Detroit 6063HK35 400DSE / 400 KW portable generator	AST	2006		200	Diesel					
PW	1	Public Works Facility	407 Virginia Ave, Port Orange	Fueling Facility - low sulphur diesel	UST	2005	DW	12,000	Diesel	ATG	2005	glass steel construction	X	
PW	1	Public Works Facility	407 Virginia Ave, Port Orange	Fueling Facility - unleaded gasoline	UST	2005	DW	12,000	Unl Gas	ATG	2005	glass steel construction	X	
PU	2	Countryside Lift Station #46	633 Taylor Road, Port Orange	4045TF250 60DSEJB / 60 KW	AST	1998		200	Diesel					
PU	3	Wastewater Treatment Plant Unit 1 North	817 Oak Street, Port Orange	R1637K36 900DSE4 / 900 KW	AST	2004		4,000	Diesel	ATG and Visual	2004	concrete vault double wall	X	
PU	3	Wastewater Treatment Plant Unit 2 South	817 Oak Street, Port Orange	R1637K36 900DSE4 / 900 KW	AST	2004		4,000	Diesel	ATG and Visual	2004	concrete vault double wall	X	
PW	4	City Hall	1000 City Center Circle, Port Orange	Detroit 6063TK35 400 DSE / 400 KW emergency generator	AST	1999		200	Diesel					
PW	5	Fire Station #73	1090 City Center Circle, Port Orange	Cat D150 Enclosed Generator w/ATS and Docking Station. Serial #WG200631	AST	2020	DW	2,000	Diesel	ATG and Visual	2015	double wall steel in concrete	X	NEW GENERATOR INSTALLED ON 3/1/2020
PU	6	East Well #15	1264 Richel Road, Port Orange	6068HF285 180RJC6DT3 / 180 KW day tank	AST	1981	DW	500	Diesel			DW with reverse pumping system with repture basin		For E-13, E-14, E-15, E-16
PW	7	Dorothy L. Hukill City Center Annex	1395 Dunlawton Ave, Port Orange	Detroit 6063TX35 275REOZD / 275 KW day tank	AST	1992		50	Diesel					
PW	7	Dorothy L. Hukill City Center Annex	1395 Dunlawton Ave., Port Orange	Fueling Facility - unleaded gasoline	UST	2000	DW	12,000	Unl Gas	ATG	2000	glass/steel construction	X	
PW	8	Fire Station #75	1701 Town West Blvd., Port Orange	John Deere 6068HF485 / 200 KW emergency generator	AST	2009		1,120	Diesel	ATG and Visual	2009	double wall steel	X	
P&R	9	Lakeside Pavilion	1999 City Center Circle, Port Orange	Detroit 6063MK35 / 250 KW	AST	2009		200	Diesel					
PU	10	Well Field C-8	2396 Campsite Road, Port Orange	6081AF001 230DSEJB / 230 KW	AST	2006		500	Diesel					For C-7, C-8, C-9, C-10
PU	11	Well Field C-12	2426 Harley Road, Port Orange	6081AF001 230DSEJB / 230 KW	AST	2006		500	Diesel					For C-11, C-12, C-13
PU	12	Well Field C-20	2440 Drema Way, Port Orange	10637305 432RSL4015 / 215 KW	AST	1986		500	Diesel					For C-19, C-20, C-21
PU	13	Well Field C-17	2775 Artesian Way, Port Orange	1063-7305 432RSL / 215 KW	AST	1986		500	Diesel					For C-16, C-17, C-18
PU	14	Oceans Pump Station	2842 Ridge Road, Daytona Beach Shores	6068HF485 180RJC6DT3 / 180 KW	AST	1986		500	Diesel					
PU	14	Oceans Pump Station	2842 Ridge Road, Daytona Beach Shores	Day tank	AST	1986	DW	50	Diesel			DW with reverse pumping system with repture basin		
PU	15	Wellfield C-23	2905 Campsite Road, Port Orange	6081AF001 230DSEJB / 230 KW	AST	2006		500	Diesel					
PU	16	Herbert & Nova Lift Station #39	3655 Nova Road, Port Orange	6081AF001 150DSEJ / 150 KW	AST	2004		200	Diesel					
PW	17	Fire Station #71	4200 Ridgewood Ave, Port Orange	Kohler 135R02J / 135 KW emergency generator	AST	2001		500	Diesel					
PU	18	Peninsula Pump Station	4270 South Atlantic Ave., Wilbur by the Sea	6068HF485 180RJC6DT3 / 180 KW	AST	1977		500	Diesel					
PU	18	Peninsula Pump Station	4270 South Atlantic Ave, Wilbur by the Sea	Day tank	AST	1977		50	Diesel			DW with reverse pumping system with repture basin		
PU	19	Garnsey Water Plant	4400 Wellfield Road, Port Orange	T123-7K36 1250DS4 / 1250 KW	AST	2001		5,200	Diesel	Visual		double wall steel	X	
PU	20	Portable Lift Station #1	817 Oak Street, Port Orange	Onan 4BT3.9G4 DGCB4491442 / 60 KW emergency generator	AST	2006		200	Diesel					
PU	20	Portable Lift Station #2	817 Oak Street, Port Orange	Onan 4BT3.9G4 DGCB4491442 / 60 KW emergency generator	AST	2006		200	Diesel					
PW	21	Police Station South	4545 Clyde Morris Blvd., Port Orange	Genrac P222FE 10456910500600 / KW emergency generator	AST	2010		2,500	Diesel	Visual	2010	double wall steel	X	
PW	21	Police Station North	4545 Clyde Morris Blvd., Port Orange	Generac P222FE 10456910500 / 600 KW emergency generator	AST	2010		2,500	Diesel	Visual	2010	double wall steel	X	
PU	22	Ponce Inlet Lift Station #106	4668 S. Peninsula, Ponce Inlet	CAT 3116DJ 362G34606 / 100 KW	AST	1988		500	Diesel					
P&R	23	YMCA	4701 City Center Parkway, Port Orange	Kohler 350ROZD81 / 350 KW emergency generator	AST	1990		500	Diesel					
PU	24	Christiancy Lift Station #11	5403 Christiancy Ave., Port Orange	4045TF250 80DSEJB / 80 K	AST	2006		500	Diesel					
PW	25	Trailwood Pump Station	5839 Trailwood Drive, Port Orange	Cummins Onan QTS30-G5 emergency generator / 750 KW	AST	2009		3,000	Diesel	Visual	2009	double wall steel	X	
PW	26	Fire Station #72	6027 Central Park West, Port Orange	John Deere 6068HF485 / 200 KW emergency generator	AST	2009		1,120	Diesel	Visual	2009	double wall steel	X	
P&R	27	Cypress Head Pump Station	6262 Williamson Blvd., Port Orange	10637405 432RSL4511BH / 200 KW	AST	1986		500	Diesel					
PW	28	Fire Station #74	6701 Airport Road, Port Orange	Generac SD150 / 150 KW emergency generator. Serial# 3004925367	AST	2020		510	Diesel	Visual		double wall steel		
PW	28	Fire Station #74	6701 Airport Road, Port Orange	Fueling Facility - low sulphur diesel	UST	2000	DW	3,000	Diesel	ATG	2000	glass/steel construction	X	
P&R	29	Parks & Recreation Gymnasium	4655 City Center Circle, Port Orange	440FDR8024GG 10637305 / 155 KW emergency generator	AST	2012		500	Diesel					
PU	30	Williamson Regional Lift Station #95	5955 S. Williamson Road, Port Orange	CAT3306 SR4 Genset / 260 KW	AST	2001		500	Diesel					
PU	31	Lab Operations Building	541 Ruth Street, Port Orange	MTU4R0113-DS50 / 50 KW emergency generator	AST	2015		500	Diesel					
PW	31	Ruth Street Pump Station	541 Ruth Street, Port Orange	Baldor IDLC275-4JU John Deere 6090HF484 / 275 KW generator	AST	2015		800	Diesel	Visual		double wall steel	X	
													AST=10 UST=5	

CITY OF PORT ORANGE

INSURANCE PROPOSAL

**Site Pollution Liability Coverage &
Storage Tank Liability Coverage**
Effective: 06/21/2022 – 06/21/2023

Presented By:

Stephen Scullian, CPCU, ARM
Senior Vice President

Julie Young, CIC, AAI
Account Executive/Senior Vice President

Angela Phifer, ACSR
Account Manager

Alexandra Stevens
Marketing Analyst



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

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****All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.***

CLIENT SERVICE TEAM

PRODUCER	Stephen Scullian, CPCU, ARM Senior Vice President
Email	Stephen.Scullian@bbrown.com
Phone	(386) 239-7211
ACCOUNT EXECUTIVE	Julie Young, CIC, AAI Senior Vice President
Email	Julie.Young@bbrown.com
Phone	(386) 239-7231
ACCOUNT MANAGER	Angela Phifer, ACSR
Email	Angela.Phifer@bbrown.com
Phone	(386) 239-5766
CLAIMS ANALYST	Jessica Adjemian
Email	Jessica.Adjemian@bbrown.com
Phone	(386) 333-6051
CERTIFICATE OF INSURANCE	Angela Phifer, ACSR
Email	Angela.Phifer@bbrown.com
Phone	(386) 239-5766
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

Aspen Specialty Insurance Company

PROPOSED SITE POLLUTION LIABILITY COVERAGE

Client ultimately chooses value insured

Coverage Form:

Environmental Legal Liability Policy – Claims Made & Reported

Insuring Agreements:

A – Coverages

B – Defense, Supplementary Payments and Settlement

Summary of Coverage Provided:

The Environmental Legal Liability Policy covers bodily injury, property damage, cleanup costs, emergency response costs, business interruption and defense costs caused by pollution conditions arising from your operations. Legal expenses incurred for defense of any claim shall erode the applicable limit of liability.

Pollution Incident Definition:

The discharge, emission, seepage, migration, dispersal, release or escape of any pollutant into or upon land, or any structure on land, the atmosphere or any watercourse or body of water including groundwater, provided such pollutant is not naturally present in the environment in the concentration or amounts discovered. The illicit abandonment of a pollutant by a third-party without the insured's consent. Pollution Incident also means microbial matter or Legionella pneumophila in any structure on land and the atmosphere contained within that structure.

Description of Coverage:	Limits of Coverage:
1.a. Clean-up, Per Incident Limit / Aggregate	\$1,000,000
1.b. Emergency Response, Per Incident Limit / Aggregate	\$1,000,000
1.c. Environmental Crisis, Per Incident Limit / Aggregate*	\$250,000
1.d. Business Interruption, Per Incident Limit / Aggregate	\$1,000,000
2.a. Insured Location, Per Incident Limit / Aggregate	\$1,000,000
2.b. Non-Owned Site, Per Incident Limit / Aggregate	\$1,000,000
2.c. Transportation, Per Incident Limit / Aggregate	\$1,000,000

Deductibles:	
Per Incident	\$25,000
Business Interruption	Equal to the Amount Incurred in the First 3 Days of the Business Interruption.

****Separate Limit Which Does Not Erode Aggregate***

Defense Costs are Inside the Limit of Liability

Aspen Specialty Insurance Company

PROPOSED SITE POLLUTION LIABILITY COVERAGE (Continued)

Client ultimately chooses value insured

Forms & Endorsements Include (but are not limited to):

Standard Policy Forms & Endorsements as issued by ISO or Carrier
Environmental Legal Liability Policy
Florida Surplus Lines Notice
Schedule of Applicable Forms
State Amendatory Endorsement - FL
Compliance With Trade Or Economic Sanctions Endorsement
Cap On Losses From Certified Acts Of Terrorism (If Elected)
Disclosure Of Premium Pursuant To Terrorism Risk Insurance Act
**Insured Location Schedule New Conditions Only Retroactive Date Endorsement
– See Schedule (ASPENV324 0517)**
Other Insurance Condition Amendatory Endorsement (Excess, Scheduled
Underlying)
Retroactive Date Endorsement (Non-Owned Sites and Transportation) – 06/21/2014
Schedule of Crisis Management Firms Endorsement
**Underground Storage Tank Schedule With Retroactive Date Endorsement – See
Schedule (ASPENV343 0517)**
Aspen Environmental Emergency Response Hotline
25% Minimum Earned Premium

Exclusions Include (but are not limited to):

Standard Policy Exclusions as issued by ISO or Carrier
Exclusion of Certified Acts of Terrorism (If Rejected)
Material Change In Use Exclusion Endorsement
Microbial Matter and Legionella Pneumophila Exclusion Endorsement
Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
Prior Claim Exclusion Endorsement
Storage Tank System Repair , Replace Or Upgrade Exclusion Endorsement
Total Terrorism Exclusion (If Rejected)
Perfluorinated Compounds Exclusion Endorsement

Aspen Specialty Insurance Company

PROPOSED STORAGE TANK LIABILITY COVERAGE

Client ultimately chooses value insured

Coverage Form:

Aspen Storage Tank Policy – Claims Made and Reported

Insuring Agreements:

- A – Coverages
- B – Defense and Settlement

Summary of Coverage Provided:

The Storage Tank Policy covers bodily injury or property damage resulting from a pollution incident from a storage tank system provided the claim is first made against the insured and reported to the insurer during the policy period or the extended reporting period, if any. It covers clean-up costs and corrective action in excess of the deductible. The insurer has the right and duty to pay defense expense and to defend the insured for any claim. That duty ends when the \$1,000,000 aggregate for defense costs is exhausted by payment of defense expenses.

Description of Coverage:	Limits of Coverage:
Storage Tank System Liability Protection, Each Incident	\$1,000,000
Aggregate Limit	\$2,000,000
Aggregate Defense Limit	\$1,000,000

Forms & Endorsements Include (but are not limited to):

Standard Policy Forms & Endorsements as issued by ISO or Carrier
 Florida Surplus Lines Notice
 Schedule of Applicable Forms
 Aspen Storage Tank Policy
 State Amendatory Endorsement - FL
 Compliance With Trade Or Economic Sanctions Endorsement
 Cap On Losses From Certified Acts Of Terrorism (If Elected)
 Disclosure Of Premium Pursuant To Terrorism Risk Insurance Act
Schedule of Storage Tank Systems Endorsement (With Tank Specific Deductible)
 – See Schedule (ASPENV506 0717)
 Aspen Environmental Emergency Response Hotline
25% Minimum Earned Premium

Exclusions Include (but are not limited to):

Standard Policy Exclusions as issued by ISO or Carrier
 Exclusion of Certified Acts of Terrorism (If Rejected)
 Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
 Prior Claim Exclusion Endorsement
 Total Terrorism Exclusion (If Rejected)

SUMMARY OF PROPOSED PREMIUMS & RELATED INFORMATION

Premiums as Proposed:	Annualized Expiring:	Renewal:
Site Pollution Liability Coverage	\$ 20,858.00	\$ 21,939.00
Fees / Surcharges / Taxes	\$ 250.00	\$ 250.00
Storage Tank Liability Coverage	\$ 5,948.00	\$ 5,948.00
Fees / Surcharges / Taxes	\$ 100.00	\$ 100.00
Total Premium	\$ 27,156.00	\$ 28,237.00

PAYMENT PLAN

Line of Coverage:	Carrier:	Billing:	Payment Option:
Site Pollution Liability Coverage	Aspen Specialty Insurance Company	Agency Bill	• Annual Premium Due in Full
Storage Tank Liability Coverage	Aspen Specialty Insurance Company	Agency Bill	• Annual Premium Due in Full

A premium finance agreement is available upon request.

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Site Pollution Liability Coverage	Aspen Specialty Insurance Company	• Signed Non-Admitted Carrier Form • Signed Terrorism Form
Storage Tank Liability Coverage	Aspen Specialty Insurance Company	• Signed Non-Admitted Carrier Form • Signed Terrorism Form • Receipt of Last 3 Consecutive Periods of USEPA Approved Leak Detection Results for All Underground Storage Tanks

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

Payment is due within 10 days of binding.

As a course of business, Brown & Brown of Florida, Inc. is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
**	Site Pollution Liability Coverage & Storage Tank Liability Coverage	Aspen Specialty Insurance Company	A	XV

**** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.**

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++, A+ (Superior)	B, B- (Fair)
A, A- (Excellent)	C++, C+ (Marginal)
B++, B+ (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide	
<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>
I	Less than 1
II	1 to 2
III	2 to 5
IV	5 to 10
V	10 to 25
VI	25 to 50
VII	50 to 100
VIII	100 to 250
IX	250 to 500
X	500 to 750
XI	750 to 1,000
XII	1,000 to 1,250
XIII	1,250 to 1,500
XIV	1,500 to 2,000
XV	2,000 or greater

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Port Orange
Named Insured

Signature of Insured's Authorized Representative Date

Aspen Specialty Insurance Company
Name of Excess and Surplus Lines Carrier

Site Pollution Liability Coverage & Storage Tank Liability Coverage
Type of Insurance

06/21/2022
Effective Date of Coverage

Stephen Scullian W060361
Producing Agent Name License Number

APPENDIX



INSURANCE COVERAGE REVIEW

Insured:

Policy

Term Date:

Please advise if quotations for increased limits of liability or for any coverage listed below are requested:

E = Exposure; C = Coverage through Brown & Brown (if indicated with an "L", such coverage is being provided on a limited basis through an extension or enhanced endorsement and not by a stand-alone coverage form); Q = Quote for Limited or Uncovered Exposure

If coverage placed through another agent or broker and/or insured declines to discuss, mark section **CLIENT DECLINED QUOTE**

	E	C	Q
	Y/N	Y/L/N	Y/N
PROPERTY			
Buildings			
Business Personal Property			
Personal Property of Others			
Tenants Improvements & Betterments			
Business Income/Rental Income			
Extra Expense			
Leaseholder's Interests			
Boiler & Machinery (Equipment Breakdown)			
Building Ordinance or Law			
A. Loss to Undamaged Portion of Bldg			
B. Demolition Cost			
C. Increased Cost of Construction			
Earthquake			
Difference in Conditions			
Flood (Primary)			
Flood (Excess)			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass			
Spoilage			
Mold / Fungi			
EIFS			
AUTOMOBILE			
Auto Liability			
Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Hired & Non Owned Liability			
Hired Car Physical Damage			
PIP: Ext Additional, Broad			
Rental Reimbursement (Private Passenger)			
Rental Reimbursement (Commercial Vehicles)			
Uninsured/Underinsured Motorist (Primary)			
Garage Liability			
Garage Keepers Liability			
Garage Keepers Physical Damage			
Trucker's Liability			
Unladen Liability			
Trucker's Physical Damage			
Trailer Interchange			
CRIME			
Employee Dishonesty (1st Party)			
Employee Dishonesty (3rd Party)			
Computer Fraud/Funds Transfer			
Forgery or Alteration			
Social Engineering			
Money & Securities			
ERISA Bond			
LIABILITY			
General Liability			
Liquor Liability			
Employee Benefits Liability			
Errors & Omissions Liability/Professional			
Cyber Liability (1st Party)			
Cyber Liability (3rd Party)			
Intellectual Property			
Directors & Officers Liability			
Fiduciary Liability			
Employment Related Practices Liability			
Third Party Discrimination			
Owners/Contractors Protective Liability			
Pollution Liability (1st Party)			
Pollution Liability (3rd Party)			
Products Liability			
Product Recall			
Warehouse (or Bailee's) Legal Liability			
Watercraft Liability (Hull & P + I)			
Mold / Fungi			
Umbrella / Excess Liability			
EIFS			
INLAND MARINE			
Accounts Receivable			
Valuable Papers			
Bailee Coverage			
Computer/EDP			
Contractor's / Mobile Equipment			
Signs			
Installation Floater			
Rented / Leased Equipment			
Motor Truck Cargo			
Ocean Cargo			
Transit / Transportation			
Builders Risk / Course of Construction			
WORKERS' COMPENSATION			
Workers' Compensation			
Other States			
USL&H / Jones Act			
Stop Gap Liability			
Excess Employers Liability			
AIRCRAFT			
Aviation - Owned			
Aviation - Non-Owned			
MISCELLANEOUS			
International / Foreign Exposures			
Kidnap & Ransom			
Travel Accident			
Credit Insurance			
Terrorism			
Subsidence/Sinkhole			

This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client. Coverage indicated by an "L" reflects coverage provided on a limited basis which may not be as broad as coverage purchased on a stand-alone coverage form, and may include lower limits, sub-limits, or few covered perils.

Insured Representative's Name / Title

Date, Time & Location Process Was Completed With Insured

Brown & Brown Representative Signature

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Wholesale Broker/Managing General Agent: *UCPM*

This intermediary is not owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to, underwriting; loss control; risk placement; coverage review; claims coordination with the insurance company and policy issuance. Compensation paid for these services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment. The fee, if any, for the Wholesale Insurance Broker's/Managing General Agent's services above is \$0.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: <http://www.bbinsurance.com/customerinquiry.shtml>.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager, Tyler Debord at 386-239-5703 or email at Tyler.Debord@bbrown.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Dustin Smurdon at 386-239-8889 or email at Dustin.Smurdon@bbrown.com



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (C8d) Approval of Change Order No. 2 to APM Construction Corp, Inc. for the Ponce Inlet Master Lift Station Remodel for additional funding and extension of time

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 2 to APM Construction Corp., Inc. for the amount of \$9,762.72 and an additional 144 days to the final completion date. The amended contract is not to exceed \$182,907.26 with a final completion date of August 30, 2022.

SUMMARY: The Ponce Inlet sewage lift station was built in 1989. This station receives all sewage flow from customers in Ponce Inlet. The station has not had any major upgrades or rehabilitation since the original installation.

Change Order No. 1 was approved by Council on November 2, 2021 in the amount of \$68,844.54, for a revised agreement amount of \$173,144.54 and added 90 days to the final completion date, moving it from January 8, 2022 to April 8, 2022. This was due to unforeseen conditions to the roof and walls after construction had begun on this 45-year-old structure.

Additional unforeseen conditions were uncovered during the final phase of the project which required an additional change order to complete the project. Some invasive species of vegetation were discovered on the property and required to be replaced prior to obtaining the final permit closure. Relocation of roof drains were also required. Change Order No. 2 is in the amount of \$9,762.72 for a revised total amount of \$182,907.26. The requested changes do not change the scope of work, but cover additional work required.

Delivery of materials has substantially delayed this job. Therefore, staff requests moving the final completion date from April 8, 2022 to August 30, 2022. The major delay was the delivery and installation of the exhaust fans. Delivery of these fans wound up being over one (1) year. The fans were finally delivered in June 2022 and installed. The final walk through and punch list are the only remaining tasks to complete the project.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	APM Construction Corporation AIA Change Order No 2	APM Construction Corporation AIA Change Order No 2.pdf
2.	Dept Justification Memo - APM Change Order 2	Public Works Utilities Department Memo - APM Change Order 2.docx
3.	APM Change Order Request 07 Ponce Inlet Lift Station	APM Change Order Request 07 Ponce Inlet Lift Station.pdf
4.	APM Change Order Request 08 Ponce Inlet Lift Station	APM Change Order Request 08 Ponce Inlet Lift Station.pdf
5.	APM Change Order Request 09 Ponce Inlet Lift Station	APM Change Order Request 09 Ponce Inlet Lift Station.pdf
6.	APM Change Order Request 10 Ponce Inlet Lift Station	APM Change Order Request 10 Ponce Inlet Lift Station.pdf
7.	APM Change Order Request 11 Ponce Inlet Lift Station	APM Change Order Request 11 Ponce Inlet Lift Station.pdf
8.	APM Change Order Request 12 Ponce Inlet Lift Station	APM Change Order Request 12 Ponce Inlet Lift Station.pdf
9.	APM Change Order Request 13 Ponce Inlet Lift Station	APM Change Order Request 13 Ponce Inlet Lift Station.pdf
10.	APM COI to 9 2 2022 ITB 21 06 Ponce Inlet Lift Station Remodel	APM COI to 9 2 2022 ITB 21 06 Ponce Inlet Lift Station Remodel.pdf
11.	EXECUTED APM Construction Corp AIA Agreement	EXECUTED APM Construction Corp AIA Agreement.pdf
12.	Executed Change Order No 1 - APM Const - Ponce Inlet Master LS	Executed Change Order No 1 - APM Const - Ponce Inlet Master LS.pdf
13.	RECORDED APM Construction Corp ITB 21-06 Payment and Performance Bond	RECORDED APM Construction Corp ITB 21-06 Payment and Performance Bond.pdf

Julia Wiggins	Created/Initiated - 6/28/2022
Kelly Klausky	Approved - 6/28/2022
Julia Wiggins	Approved - 6/29/2022
Steve Parnell	Approved - 6/29/2022
Lynn Stevens	Approved - 6/30/2022
John McKinney	Approved - 6/30/2022
Matthew Jones	Approved - 7/8/2022
Wayne Clark	Approved - 7/11/2022
Robin Fenwick	Final Approval - 7/12/2022

CHANGE ORDER NO. 2
To AIA Agreement Awarded by City Council on April 6, 2021
APM CONSTRUCTION CORP., Contractor

Project: ITB 21-06 Ponce Inlet Lift Station Building Remodel

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$104,300.00	Original Contract Times Substantial Completion 150 days from NTP (December 9, 2021) Final Completion 180 days from NTP (January 8, 2022) NTP Issued: July 12, 2021
Net changes from previous Change Order No 1: \$68,844.54	Changes in contract time from previous Change Order No. 1: 90 days
Contract Price prior to this Change Order No 2: \$173,144.54	Contract Completion Date prior to this Change Order 2: Substantial Completion: March 9, 2022 (240 days from NTP) Final Completion: April 8, 2022 (270 days from NTP)
Net Increase (decrease) of this Change Order No. 2: \$9,762.72	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 144 days
Contract Price with all approved Change Orders: \$182,907.26	Contract Times with all approved Change Orders: Substantial Completion: July 31, 2022 (384 days from NTP) Final Completion: August 30, 2022 (414 days from NTP)

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement awarded on April 6, 2021 by the City of Port Orange City Council.
- II. REQUIRED CHANGES: This change order shall provide for the additional landscape to meet Town of Ponce Inlet building code, fabrication and installation of downspout covers and relocation of downspout discharge pipes, irrigation repairs and other various required repairs, in the amount of \$9,762.72. An additional 144 days to the Agreement will be required to complete the work.
- III. JUSTIFICATION: The Ponce Inlet sewage lift station was built in 1989. This station receives all sewage flow from customers in Ponce Inlet. The station has not had any major upgrades or rehabilitation since original installation. The above stated repairs were not able to be identified during scope development and is required to complete the project.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit not to exceed \$182,907.26. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
PUBLIC WORKS & UTILITIES DEPARTMENT
Department Project Manager

ACCEPTED BY:
APM CONSTRUCTION CORP.
Contractor

By: _____
Printed Name:
Lynn Stevens, Public Works & Utilities Director

By: _____
Printed Name: James Ploska, Director

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
____NA
City's Representative

RECOMMENDED BY:
____NA____
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name:
Lynn Stevens, Public Works & Utilities Department

Date Signed: _____

City Manager

By: _____
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Business Manager

FROM: Steve Parnell, Deputy Director of Public Utilities

DATE: June 7, 2022

SUBJECT: Change Order No 2; APM Construction Corp, Inc.

REQUEST:

The Public Works & Utilities Department requests Council to approve Change Order No 2 to APM Construction Corp., Inc. in the amount of \$9,762.72 and an additional 144 days to the final completion date. The amended agreement is not to exceed \$182,907.26 with a final completion date of August 30, 2022.

PURPOSE:

The purpose of this request is to provide funding and add an additional 144 days to the contract for the rehabilitation of the Ponce Inlet lift station.

CONSIDERATION:

The Ponce Inlet sewage lift station was built in 1989. This station receives all sewage flow from customers in Ponce Inlet. The station has not had any major upgrades or rehabilitation since the original installation.

Change Order No. 1 was approved by Council on November 2, 2021 in the amount of \$68,844.54, for a revised agreement amount of \$173,144.54 and added 90 days to the final completion date, moving it from January 8, 2022 to April 8, 2022. This was due to unforeseen conditions to the roof and walls after construction had begun on this 45-year-old structure.

Additional unforeseen conditions were uncovered during the final phase of the project which required an additional change order to complete the project. Some invasive species of vegetation were discovered on the property and required to be replaced prior to obtaining the final permit closure. Relocation of roof drains were also required. Change Order No. 2 is in the amount of \$9,762.72 for a revised total amount of \$182,907.26. The requested changes do not change the scope of work, but cover additional work required.

Delivery of materials has substantially delayed this job. Therefore, staff requests moving the final completion date from April 8, 2022 to August 30, 2022. The major delay was the delivery and installation of the exhaust fans. Delivery of these fans wound up being over one (1) year. The fans

were finally delivered in June 2022 and installed. The final walk through and punch list are the only remaining tasks to complete the project.

FUNDING:

Water and Sewer – Wastewater Treatment

Fund: 403

Fund Name: Water and Sewer R&R

Cost Center: Water and Sewer

Program: Wastewater Treatment

Spend Category: Lift Stations

Project SLS002 Lift Station

Budget: \$544,746

Actual: \$9,762.00

RECOMMENDATION:

The Public Works & Utilities Department recommends Council to approve Change Order No 2 to APM Construction Corp., Inc. in the amount of \$9,762.72 and an additional 144 days to the final completion date. The amended contract is not to exceed \$182,907.26 with a final complete date of 414 days from the Notice to Proceed (NTP).

ANTICIPATED SCHEDULE:

- a.) Council Approval set for 7/19/2022

ATTACHMENTS:

- a.) Draft Change Order No 2 document
- b.) Department Justification Memo
- c.) Field Change Orders No 7 - 13
- d.) Approved Change Order No 1 (Field change orders 1 – 6)
- e.) Approved AIA Contract CA7404
- f.) Certificate of Insurance
- g.) Executed Notice to Proceed

called 09/20/2021 PLS



FLORIDA LICENSE # CGC 057576
CUC 1223971

20 September 2021

Dana M. Smith, *Architect*
DJdesign Services, Inc.
913 North Nova Road
Holly Hill, Florida 32117

re: Ponce Inlet Lift Station Building Remodel

VOID FOR #6
Change Order Request No. 07

Dear Dana,

In accordance with your request, please see the upcharge cost to provide a Daikin Mini Split Unit.

• New Daikin Mini Split Unit with Coastal Coating on Entire Condenser, Wired Remote Control Thermostat and New Electric Run to the Exterior Condenser for Single Point Power to Interior Unit. Existing Wall Opening to be Infilled with CMU on Exterior. (see attached)	\$ 5,690.00
• Existing Wall Opening Infill and New Electric.	\$ 250.00
• Credit In Contract.	(\$ 500.00)
Subtotal.	\$ 5,440.00
15% Overhead and Profit.	\$ 816.00
Subtotal.	\$ 6,256.00
02% Bond and Insurance.	\$ 125.12
TOTAL.	\$ 6,381.12

The above Change Order Request is priced only to include those direct costs of the change which can be identified at this time. Should it be determined that the change creates an impact such as delays, disruptions or other causes beyond our control, we reserve the right to forward those costs or request additional time at a later date. No work shall be performed as set forth in this Change Order Request until the Contractor receives an executed Change Order for the requested change.

Please advise in writing if approved as soon as possible.

Yours truly,

APM CONSTRUCTION CORP.

Principal

JP:stp

enc: Daikin Mini Split Unit (07) pages
Air One (02) pages

27 January 2022

Dana M. Smith, Architect

DJdesign Services, Inc.

913 North Nova Road

Holly Hill, Florida 32117

re: **Ponce Inlet Lift Station Building Remodel**

Change Order Request No. 08

Dear Dana,

The cost to replace the East Downspout and fabricate and install covers to conceal the roof drain pipe is as follows;

- Furnish and Install Downspouts, Pipe Covers for the East Side Visible from the Road.
(see attached) \$ 1,400.00
- 15% Overhead and Profit. \$ 210.00
- Subtotal. \$ 1,610.00
- 02% Bond and Insurance. \$ 32.20
- TOTAL.....\$ 1,642.20

The above Change Order Request is priced only to include those direct costs of the change which can be identified at this time. Should it be determined that the change creates an impact such as delays, disruptions or other causes beyond our control, we reserve the right to forward those costs or request additional time at a later date. No work shall be performed as set forth in this Change Order Request until the Contractor receives an executed Change Order for the requested change.

Please advise in writing if approved as soon as possible.

Yours truly,

APM CONSTRUCTION CORP.

Chris Hutchison Digitally signed by Chris Hutchison
Project Manager Date: 2022.01.27 11:44:42 -05'00'

CH:stp

enc: R&R Industries (01), page

xc: Frank Flagg, Steve Parnell: City of Port Orange

SCOPE OF WORK		Squares	0
System Type(s)	Metal		
Remove existing 2 east downspouts. Furnish and install 2 new .040" square box type downspouts. Furnish and install the square to round connections to the PVC drain pipes. Furnish and install 2 splash blocks. Furnish and install aluminum chase covers over the two east PVC drain pipes <u>REF. QUOTE 012722</u> <u>EAST SIDE ONLY AS VISIBLE FROM ROAD.</u>			
ROOF INVESTMENT: Includes materials, labor, services, equipment, permits* & warranties. Excludes optional extras.			
The Contractor will perform the Scope of Work in USD for the sum of:		1,400	

27 January 2022

Dana M. Smith, Architect

DJdesign Services, Inc.

913 North Nova Road

Holly Hill, Florida 32117

re: **Ponce Inlet Lift Station Building Remodel**

Change Order Request No. 09

Dear Dana,

In accordance with the site review of the existing irrigation system and the necessity to upgrade the system, please see the costs to complete;

• Furnish and Install New Irrigation System Components.	\$ 2,150.00
15% Overhead and Profit.	\$ 322.50
Subtotal.	\$ 2,472.50
02% Bond and Insurance.	\$ 49.45
TOTAL.....	\$ 2,521.95

The above Change Order Request is priced only to include those direct costs of the change which can be identified at this time. Should it be determined that the change creates an impact such as delays, disruptions or other causes beyond our control, we reserve the right to forward those costs or request additional time at a later date. No work shall be performed as set forth in this Change Order Request until the Contractor receives an executed Change Order for the requested change.

Please advise in writing if approved as soon as possible.

Yours truly,

APM CONSTRUCTION CORP.

Chris Hutchison

Project Manager

Digitally signed by Chris
Hutchison
Date: 2022.01.27 12:01:50 -05'00'

CH:stp

xc: Frank Flagg, Steve Parnell: City of Port Orange

25 March 2022

Dana M. Smith, Architect

DJdesign Services, Inc.

913 North Nova Road

Holly Hill, Florida 32117

re: **Ponce Inlet Lift Station Building Remodel**

Change Order Request No. 10

Dear Dana,

In accordance with the City of Ponce Inlet Plan changes after the Bid Set was issued, please see the costs to complete;

- Furnish and Install Additional Shrubs and Irrigation to Comply with Updated Permit Drawing Requirements.
(see attached). \$ 1,586.00
- 15% Overhead and Profit. \$ 237.90
- Subtotal. \$ 1,823.90
- 02% Bond and Insurance. \$ 36.48
- TOTAL.....\$ 1,860.38

The above Change Order Request is priced only to include those direct costs of the change which can be identified at this time. Should it be determined that the change creates an impact such as delays, disruptions or other causes beyond our control, we reserve the right to forward those costs or request additional time at a later date. No work shall be performed as set forth in this Change Order Request until the Contractor receives an executed Change Order for the requested change.

Please advise in writing if approved as soon as possible.

Yours truly,

APM CONSTRUCTION CORP.

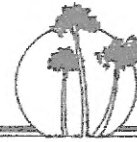
Chris Hutchison Digitally signed by Chris Hutchison
Principal Date: 2022.03.28 16:09:54 -04'00'

CH:stp

enc.: Big Value Garden Center (01) page

xc: Frank Flagg, Steve Parnell: City of Port Orange

768 NORTH NOVA ROAD
DAYTONA BEACH, FL 32114-1742



(386)252-2534 FAX # (386)252-3611 bvgcl@aol.com

LANDSCAPING DESIGN AND INSTALLATION-LICENSED IRRIGATION CONTRACTOR

COMPLETE NURSERY AND GARDEN CENTER SINCE 1959

FLORIDA CERTIFIED LANDSCAPE CONTRACTOR

Page 565 of

29 March 2022

Dana M. Smith, Architect

DJdesign Services, Inc.

913 North Nova Road

Holly Hill, Florida 32117

re: **Ponce Inlet Lift Station Building Remodel**

Change Order Request No. 11

Dear Dana,

In accordance with prior site discussions on improvements to meet Permit Final requirements, and replace faulty items, we submit the following additional costs for your review;

- Furnish and Install Additional St. Augustine Floratam Sod. \$ 800.00
- Furnish and Install Restroom Ceiling Fan, Fixtures and Accessories
To Replace Existing Fixtures. \$ 950.00
- Subtotal. \$ 1,750.00
- 15% Overhead and Profit. \$ 262.50
- Subtotal. \$ 2,012.50
- 02% Bond and Insurance. \$ 40.25
- TOTAL.....\$ 2,052.75
- Time Extension for Exhaust Fan Fabrication Lead Time. 110 Days

The above Change Order Request is priced only to include those direct costs of the change which can be identified at this time. Should it be determined that the change creates an impact such as delays, disruptions or other causes beyond our control, we reserve the right to forward those costs or request additional time at a later date. No work shall be performed as set forth in this Change Order Request until the Contractor receives an executed Change Order for the requested change.

Please advise in writing if approved as soon as possible.

Yours truly,

APM CONSTRUCTION CORP.

Chris Hutchison

Digitally signed by Chris
Hutchison
Date: 2022.03.29 16:00:23 -04'00'

Principal

CH:stp

xc: Frank Flagg, Steve Parnell: City of Port Orange

01 mAy 2022

Dana M. Smith, Architect

DJdesign Services, Inc.

913 North Nova Road

Holly Hill, Florida 32117

re: **Ponce Inlet Lift Station Building Remodel**

Change Order Request No. 12

Dear Dana,

In accordance with site discussions, we submit the following additional costs for your review;

• Furnish and Install Downspout Extensions.	\$ 711.86
15% Overhead and Profit.	\$ 106.78
Subtotal.	\$ 818.64
02% Bond and Insurance.	\$ 16.37
TOTAL.....	\$ 835.01

The above Change Order Request is priced only to include those direct costs of the change which can be identified at this time. Should it be determined that the change creates an impact such as delays, disruptions or other causes beyond our control, we reserve the right to forward those costs or request additional time at a later date. No work shall be performed as set forth in this Change Order Request until the Contractor receives an executed Change Order for the requested change.

Please advise in writing if approved as soon as possible.

Yours truly,

APM CONSTRUCTION CORP.

Chris Hutchison

Digitally signed by Chris Hutchison
Date: 2022.05.02 16:15:25 -04'00'

Project Manager

CH:stp

xc: Frank Flagg, Steve Parnell: City of Port Orange

26 May 2022

Dana M. Smith, Architect

DJdesign Services, Inc.

913 North Nova Road

Holly Hill, Florida 32117

re: **Ponce Inlet Lift Station Building Remodel**

Change Order Request No. 13

Dear Dana,

In accordance with site discussions, we submit the following additional costs for your review;

• Furnish and Install Aluminum Canopy (see attached Sketch).	\$ 725.00
15% Overhead and Profit.	\$ 108.75
Subtotal.	\$ 833.75
02% Bond and Insurance.	\$ 16.68
TOTAL.	\$ 850.43

The above Change Order Request is priced only to include those direct costs of the change which can be identified at this time. Should it be determined that the change creates an impact such as delays, disruptions or other causes beyond our control, we reserve the right to forward those costs or request additional time at a later date. No work shall be performed as set forth in this Change Order Request until the Contractor receives an executed Change Order for the requested change.

Please advise in writing if approved as soon as possible.

Yours truly,

APM CONSTRUCTION CORP.

Chris Hutchison

Digitally signed by Chris
Hutchison
Date: 2022.05.26 11:17:17 -04'00'

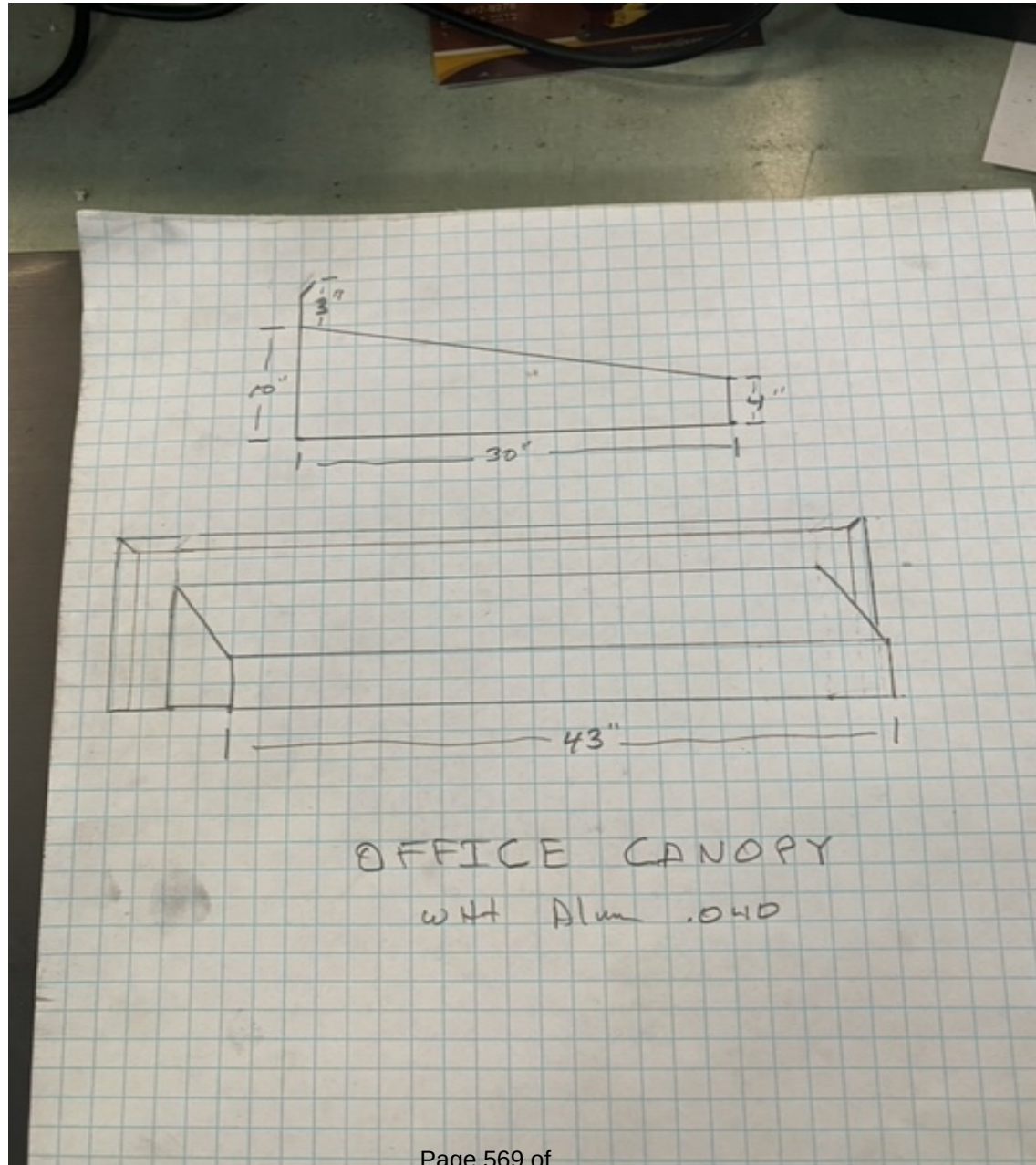
Principal

CH:stp

enc: APM Canopy Sketch

xc: Frank Flagg, Steve Parnell: City of Port Orange

APM Lift Station Change Order Request Number 13
CANOPY SKETCH





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2021

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 Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Brooke Baytan PHONE (A/C, No, Ext): (386) 239-4072 FAX (A/C, No): (386) 323-9107 E-MAIL ADDRESS: bbaytan@bbdaytona.com
INSURED APM Construction Corp 424 Luna Bella Ln STE 130 New Smyrna Beach FL 32168	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: American Builders Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24112 11240

COVERAGES**CERTIFICATE NUMBER:** 21-22**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:			CWP7877608	09/02/2021	09/02/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CWP7877608	09/02/2021	09/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CWP7877608	09/02/2021	09/02/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WCV020130006	09/02/2021	09/02/2022	☒ 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
A	INLAND MARINE			CWP7877608	09/02/2021	09/02/2022	INSTALLATION FLOATE \$104,300

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS.

RE: ITB 21-06 PONCE INLET LIFT STATION BUILDING REMODEL.

CITY OF PORT ORANGE IS ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS AND A WAIVER OF SUBROGATION APPLIES, AS REQUIRED BY WRITTEN CONTRACT, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED APM Construction Corp	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS:

GENERAL LIABILITY:

- 1) CG2010 0413 - ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION (ADDITIONAL INSURED - ONGOING OPS)
- 2) CG2037 0413 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS(ADDITIONAL INSURED - COMPLETED OPS)
- 3) CG7137 1112 - COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT (ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED - MGR OR LESSOR OF PREMISES, ADDITIONAL INSURED - STATE OR POLITICAL, WAIVER OF SUBROGATION, PRIMARY AND NON-CONTRIBUTORY)

AUTO LIABILITY:

- 1) CA7077 0917 - FLORIDA BUSINESS AUTO ENDORSEMENT (ADDITIONAL INSURED)
- 2) CA0444 1013 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

WORKERS COMPENSATION:

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

UMBRELLA LIABILITY:

- 1) CU0001 0413 - COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)



AGREEMENT made as of the _____ day of _____ in the year 2021
(In words, indicate day, month and year.)

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

APM CONSTRUCTION CORP.
424 LUNA BELLA LANE
SUITE 130
NEW SMYRNA BEACH, FLORIDA 32168

ITB 21-06 Ponce Inlet Lift Station Building Remodel

The Architect:

DJ DESIGNS
913 NORTH NOVA ROAD
HOLLY HILL, FLORIDA 32117

The Owner and Contractor agree as follows.

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

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User Notes:

(1736067448)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Contractor shall achieve Substantial Completion of the work not later than 150 days from the issuance of a written Notice to Proceed by the City, and Final Completion 30 days thereafter.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 - CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Four Thousand Three Hundred and 00/100 Dollars (\$104,300.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than 30 days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Init.

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

No reduction of retainage below five percent (5%).

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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,

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

Architect's actions, subject to recommendation to Owner, and Owner approval prior to action.

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent

(Paragraphs deleted)

jurisdiction. If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims shall be resolved by litigation, and 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.

☐ Other

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as modified by Owner.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Paragraph deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as modified by the Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750
lstevens@port-orange.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

APM Construction Corp.
James Ploska, Director
424 Luna Bella Lane
Suite 130
New Smyrna Beach, Florida 32168
(386) 767- 7888 – Telephone
(386) 410-5824 – Facsimile
jploska@apmcon.com

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User Notes:

(1736067448)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

§ 8.7 Other provisions:

§ 8.7.1 PUBLIC RECORD 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 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; and (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.

§ 8.7.2 RECORDS

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24

<http://dos.myflorida.com/library-archives/records-management/>. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.

§ 8.7.3 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.

§ 8.7.4 CONTRACT CONSTRUCTION

This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until both Parties have signed this Contract.

§ 8.7.5 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principals (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor,

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including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.7.6 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A" through "F."
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

ITB 21-06 Drawings and Specifications

- .5 Other Specifications

Number	Title	Date
--------	-------	------

- .6
(Paragraphs deleted)
Addenda, if any:

Title	Date	Pages
Addendum No. 1	February 17, 2021	3
Addendum No. 1	February 23, 2021	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

- .7 Other Exhibits:

- [] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- [] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

- [] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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(Paragraphs deleted)

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User Notes:

(1736067448)

.8 Other documents. If any, listed below:

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Donald O. Burnette, Mayor



CONTRACTOR (Signature)

James Ploska, Director
(Printed name and title)

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User Notes:

(1736067448)

CHANGE ORDER NO. 1
To AIA Agreement Awarded by City Council on April 6, 2021
APM CONSTRUCTION CORP., Contractor

*Expected
Council
approval
11/2/2021*

Project: ITB 21-06 Ponce Inlet Lift Station Building Remodel

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$104,300.00	Original Contract Times Substantial Completion 150 days from NTP (December 9, 2021) Final Completion 180 days from NTP (January 8, 2022) NTP Issued: July 12, 2021
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$104,300.00	Contract Completion Date prior to this Change Order: Substantial Completion: December 9, 2021 Final Completion: January 8, 2022
Net Increase (decrease) of this Change Order No. 1: \$68,844.54	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 90 days
Contract Price with all approved Change Orders: \$173,144.54	Contract Times with all approved Change Orders: Substantial Completion: March 9, 2022 Final Completion: April 8, 2022 270 days

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement awarded on April 6, 2021 by the City of Port Orange City Council.

a

II. REQUIRED CHANGES: This change order shall provide for the repair of water damage, replace exhaust fans, and other various required repairs, in the amount of \$68,844.54. An additional 90 days to the Agreement will be required to complete the work.

III. JUSTIFICATION: The Ponce Inlet sewage lift station was built in 1989. This station receives all sewage flow from customers in Ponce Inlet. The station has not had any major upgrades or rehabilitation since original installation. The above stated repairs were not able to be identified during scope development, and is required to completed the project.

Changes in scope require Council approval. Is this a scope change? No

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit not to exceed \$173,144.54. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
PUBLIC WORKS & UTILITIES DEPARTMENT
Department Project Manager

By: 
Printed Name: _____
Lynn Stevens, Public Works & Utilities Director

Date Signed: 11-2-2021

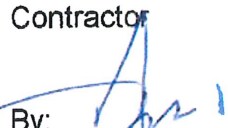
RECOMMENDED BY:

City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:
APM CONSTRUCTION CORP.
Contractor

By: 
Printed Name: James Ploska, Director

Date Signed: 11.01.2021

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE
Department Head

By: 

Printed Name:

Lynn Stevens, Public Works & Utilities Department

Date Signed: 11-2-2021

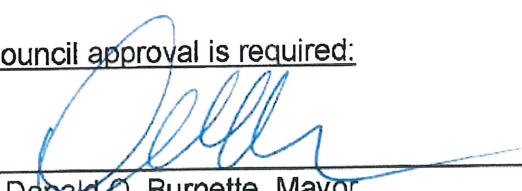
City Manager

By: N/A

Wayne Clark, City Manager

Date Signed: _____

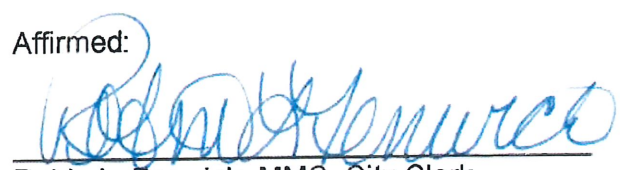
If Council approval is required:

By: 

Donald O. Burnette, Mayor

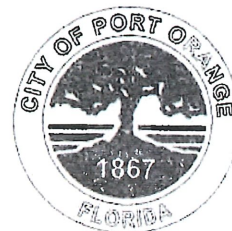
Date Signed: 11-2-2021

Affirmed:



Robin L. Fenwick, MMC, City Clerk

Date Signed: 11-2-2021



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. OCN5945509

Executed in 2 Counterparts

PRINCIPAL:

Developer or Contractor: APM Construction Corp.
 Principal Business Address: 424 Luna Bella Lane
 Suite 130
 New Smyrna Beach, Florida 32168
 Contact Person: James Ploska, Director
 Phone Number: (386) 767-7888

SURETY: Old Republic Surety Company
 Address: PO Box 1635
 Milwaukee, WI 53201-1635; Phone: 262-797-2640
 Contact Person: Todd Taylor
 Phone Number: (321) 460-5967

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: \$104,300.00 **City Project Number: ITB 21-06 Ponce Inlet Lift Station Building Remodel**

Description of Work: Ponce Inlet Lift Station Building Remodel

Project Location: Portions of 4650 South Peninsula Drive, Ponce Inlet, Florida 32127

Legal Description: Portions of Parcel ID: 641901000079
See Attached Exhibit "A"

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

**Ponce Inlet Lift Station
4650 South Peninsula Drive, Ponce Inlet, FL 32127**

Parcel ID:
641901000079

Legal Description:
A portion of the Parcel ID listed above.

APM Construction Corp.

ITB 21-06 Ponce Inlet Lift Station Building Remodel

Bond No. OCN5945509

Executed in 2 Counterparts

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, APM Construction Corp., as Principal, and Old Republic Surety Company, 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 FOUR THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$104,300.00), 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 AIA Contract, having an effective date of April 6, 2021, entered into by and between the Principal and the City, for Ponce Inlet Lift Station Building Remodel, 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 6th day of April, 2021.

Attest:

APM CONSTRUCTION CORP.
(Principal)

(As to Corporate Principal) Secretary

By: James Ploska
James Ploska, Director

(Corporate Seal)

(Witness to Principal)

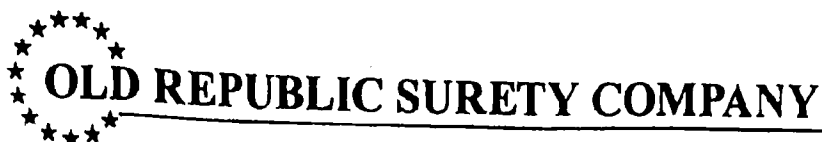
Old Republic Surety Company
(Surety)

(Witness to Surety)
Coralise Medal

By: Gloria A. Richards
Name: Gloria A. Richards
(Attorney-in-Fact)
and Florida Licensed Resident Agent
Inquiries: 407-786-7770
(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.

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: JEFFREY W REICH, SUSAN L REICH, TERESA L. DURHAM, KIM E. NIV, CHERYL A FOLEY, GLORIA A. RICHARDS, SONJA AMANDA FLOREE HARRIS, SARAH K. O'LINN, ROBERT P. O'LINN, EMILY J GOLECKI, JENNA R DELGADO, CORALISE M MEDAL, HIENKA C HARRINGTON, BRIANNA T STEPHENSON

of MAITLAND, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of March, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of March, 2021, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2039



Signed and sealed at the City of Brookfield, WI this 10th day of April, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-08)

FLORIDA SURETY BONDS, INC.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (C9) Authorizing the recognition of Allen Green on the Wall of Honor

DEPARTMENT: City Manager

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to authorize the recognition of Allen Green on the Wall of Honor.

SUMMARY: The Port Orange Wall of Honor was established in 1984 to help recognize outstanding individuals who have made a positive impact on our community and have brought notoriety and honor, and recognition to Port Orange. The inductees were selected on the basis of their leadership and contributions to the community. They exemplify the type of people who will continue to be honored on the Wall.

The City will be recognizing Allen Green as a Wall of Honor recipient prior to a future Council Meeting.

Allen Green served on the City Council and as Mayor of Port Orange over a period of 30 years. In December 2016, Allen Green completed his final term as the City's Mayor. Over the decades, Allen Green guided the City's vision and many notable projects. Some featured projects during his tenure include: obtaining a 250-foot opening in the Port Orange Causeway to improve the water quality in the Halifax River; acquisition of lands located west of Tomoka Farms Road; adoption of stormwater management that required all new development to retain stormwater and construction of retention ponds; authorizing the construction of five fire stations, City Hall, and two police department headquarter buildings.

PRESENTER: Christine Martindale

ATTACHMENTS:

Christine Martindale
Wayne Clark
Robin Fenwick

Created/Initiated - 6/23/2022
Approved - 7/11/2022
Final Approval - 7/12/2022



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

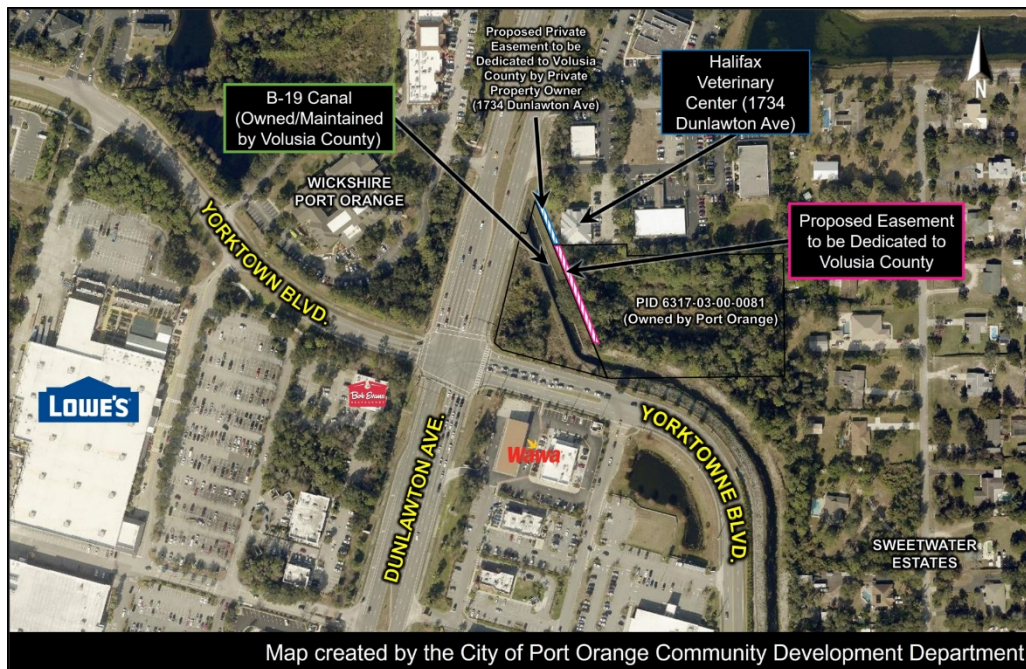
SUBJECT: (C10) Approval of Maintenance and Drainage Easement to Volusia County on City-owned property (Parcel I.D. 6317-03-00-0081) for the maintenance of the B-19 Canal

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve an Easement to Volusia County across City-owned property (Parcel I.D. 6317-03-00-0081) for maintenance of the B-19 Canal and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: Volusia County requests an easement from the City to access the northeast side of the B-19 Canal to perform maintenance and help ensure proper drainage for the affected area. The attached Maintenance and Drainage Easement provides Volusia County with the right to access City-owned property (Parcel I.D. 6317-03-00-0081) adjacent to 1734 Dunlawton Avenue (Halifax Veterinary Center). The attached Maintenance and Drainage Easement would be accessed from Dunlawton Avenue, through a separate Maintenance and Drainage Easement at 1734 Dunlawton Avenue (Volusia County is in the process of obtaining this easement from the private property owner). The Maintenance and Drainage Easement has been reviewed by Volusia County and City staff.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Maintenance and Drainage Easement to County for B-19 Canal	Maintenance and Drainage Easement to County for B-19 F.pdf
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Robin Fenwick
Tim Burman
Shannon Balmer
Wayne Clark
Robin Fenwick

Created/Initiated - 7/7/2022
Approved - 7/7/2022
Approved - 7/11/2022
Approved - 7/14/2022
Final Approval - 7/14/2022

This Instrument Prepared By:

Mark A. Watts, Esq.

Cobb Cole

231 North Woodland Blvd.

DeLand, Florida 32720

Portion of Parcel No. 6317-03-00-0081

MAINTENANCE AND DRAINAGE EASEMENT

THIS MAINTENANCE AND DRAINAGE EASEMENT (the "Easement Agreement") is made this ____ day of _____, 2022, by **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, (hereinafter referred to as "the City") ("Grantor") and the **COUNTY OF VOLUSIA, FLORIDA**, a political subdivision of the State of Florida (the "County") ("Grantee").

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located in Volusia County, Florida described on **Exhibit "A"**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor and Grantee are desirous of creating a non-exclusive perpetual easement for drainage and maintenance purposes over, across, under and through the Property, as further illustrated on **Exhibit "B"** (the "Easement"); and

WHEREAS, the Grantor and Grantee are desirous of creating a non-exclusive perpetual easement for on-going maintenance of and repairs to the Easement and shall thereafter keep the Easement in good condition and repair; and

WHEREAS, Grantor has agreed to grant such easement pursuant to the terms and provisions set forth in this Easement Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals: The above recitals are true and correct and incorporated herein by reference.
2. Maintenance: Grantee shall be responsible, at Grantee's expense, for the ongoing maintenance of and repairs to the Easement identified in **Exhibit "B"** and shall thereafter keep said keep the Easement in good condition and repair.
3. Access: Grantor hereby grants Grantee all access over, across and through the Property for the sole purpose of maintaining the Easement identified in **Exhibit "B"**.
4. Modification and Termination of Easement Agreement. No modification of this Easement Agreement shall be effective unless made in writing, signed by the parties hereto or their

successors in interest, and recorded with the Clerk of Court of Volusia County. This Easement Agreement or any right or easement conveyed herein may only be terminated by writing, signed by the parties or their successors in interest, and recorded with the Clerk of Court of Volusia County.

5. Counterparts & Captions. This Easement Agreement may be executed in any number of counterparts, which shall collectively constitute one instrument. The captions used throughout this easement are for reference purposes only and do not otherwise have any force or effect.

6. Covenants Running with the Land and Binding upon Successors. This Easement Agreement and the rights and obligations hereunder shall run with title to the respective properties encumbered and benefitted hereby and shall be appurtenant thereto, and shall bind and inure to the benefit of Grantee, its successors and assigns until such time as this Easement Agreement is vacated and/or terminated.

7. Miscellaneous. This Easement Agreement shall be governed by the laws of the State of Florida. The easements and covenants contained herein shall be enforceable by suit for specific performance and injunctive relief in addition to any other remedy provided at law or equity, including, without limitation, recovery of attorneys fees and costs (including, but not limited to, on appeal and in bankruptcy) to the prevailing party in any action relating to the interpretation and/or enforcement of this Easement Agreement. The waiver of any breach of this Easement Agreement shall not be construed as a waiver of any subsequent breach. All rights, privileges, benefits and burdens created herein run with the land. The terms "Grantor" and "Grantee" shall include these parties and their respective successors and assigns.

[remainder of page intentionally left blank]

[signatures appear on following pages]

IN WITNESS WHEREOF, the parties have caused these presents to be executed this ____ day of _____, 2022

"GRANTOR"

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

First Witness Signature Above

By: _____
Donald O. Burnette, Mayor

Printed Name

Second Witness Signature Above:

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

Date: _____, 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2022, by Donald O. Burnette as Mayor, and Robin L. Fenwick as City Clerk, both of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Approved as to form by:

By: _____
Shannon K. Balmer, Asst. City Attorney

"GRANTEE"

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: _____
George Recktenwald, County Manager

Print Name of Witness 2

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:

By: _____
Thomas "Russ" Brown, Asst. County Attorney

EXHIBIT "A"
Property Description

Parcel No. 6317-03-00-0081

A portion of those lands as described in Order of Taking, Civil Action 92-30355-CI-CI-DIV, in the Circuit Court of the Seventh Judicial Circuit in and for Volusia County, Florida, as recorded in Official Records Book 3744, Page 0943, of the Public Records of Volusia County, Florida.

That part of:

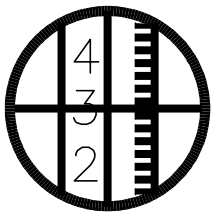
Lot 8, Plat No. 2, of Craig Farms, Volusia County, Florida, according to plat in Map Book 11, Page 90, of the Public Records of Volusia County, Florida (EXCEPT existing right of way for SR 421 and EXCEPT that part of said Lot 8 described as follows: From the West¼ corner of Section 17, Township 16 South, Range 33 East, Volusia County, Florida, run North 89°31 '36" East along the North line of the Southwest¼ of said Section 17 a distance of 1265.42 feet; thence departing said North line, run North 02°21'04" West along the occupied East line of Lot 9, Plat Number Two of Craig Farms, as recorded in Map Book 11, Page 90, of the Public Records of Volusia County, Florida, a distance of 19.11 feet to the occupied Northeast corner of said Lot 9, the following parcel being a portion of Lot 8, said Plat Number Two of Craig Farms, described as follows: From the occupied Northeast corner of Lot 9, said Plat Number Two of Craig Farms, run South 02°21 '04" East along the Easterly boundary of said Plat Number Two of Craig Farms a distance of 717.25 feet to the POINT OF BEGINNING: thence continue South 02°21'04" East along said line a distance of 90.29 feet; thence departing said line, run South 88°43'38" West along the Southline of said Lot 8 a distance of 706.59 feet to the East right-of-way line of Dunlawton Avenue (SR-421); thence North 14°29'29" East along said right-of-way line a distance of 93.64 feet; thence departing said right-of-way line, run North 88°42'51" East a distance of 679.45 feet to the POINT OF BEGINNING),

AND ALSO DESCRIBED AS FOLLOWS:

"Commence at the West¼ corner of Section 17, Township 16 South, Range 33 East, Volusia County, Florida; thence South 89°55'32" East along the north line of the SW¼ of said Section 17 a distance of 805.00 feet to the existing easterly right of way line of State Road 421, Dunlawton Avenue; thence South 15°01 '52" West along said right of way line, 280.98 feet to a point 25 feet easterly of as measured at right angles to the centerline of Sweetwater Canal; thence along a line being 25 feet easterly as measured at right angles to said centerline with the following three courses: run South 18°23' 15" East 57 .03 feet; thence South 23°20'20" East 60.99 feet; thence South 19°51 '24" East 20.13 feet to the POINT OF BEGINNING; thence leaving said line run North 88°03'25" East along the northerly line of the above described parcel of land 496.71 feet to the occupied line of Plat Number Two Craig Farms, recorded in Plat Book 11, Page 90, Public Records of Volusia County, Florida; thence South 01 °48'12" East along the occupation line 314.97 feet; thence South 89° 15'43" West along the southerly line of the above described parcel of land 389.01 feet; thence along the easterly top of bank of Sweetwater Canal, North 19°05'33" West 42. 05 feet; thence North 21 °02'51" West continuing along said top of bank 192.73 feet; thence North 22°24'45" West 90.18 feet to the Point of Beginning.

Containing 3.147 acres, more or less."

Legal Description per ORB 5339 PG 1067, Public Records, Volusia County, Florida.



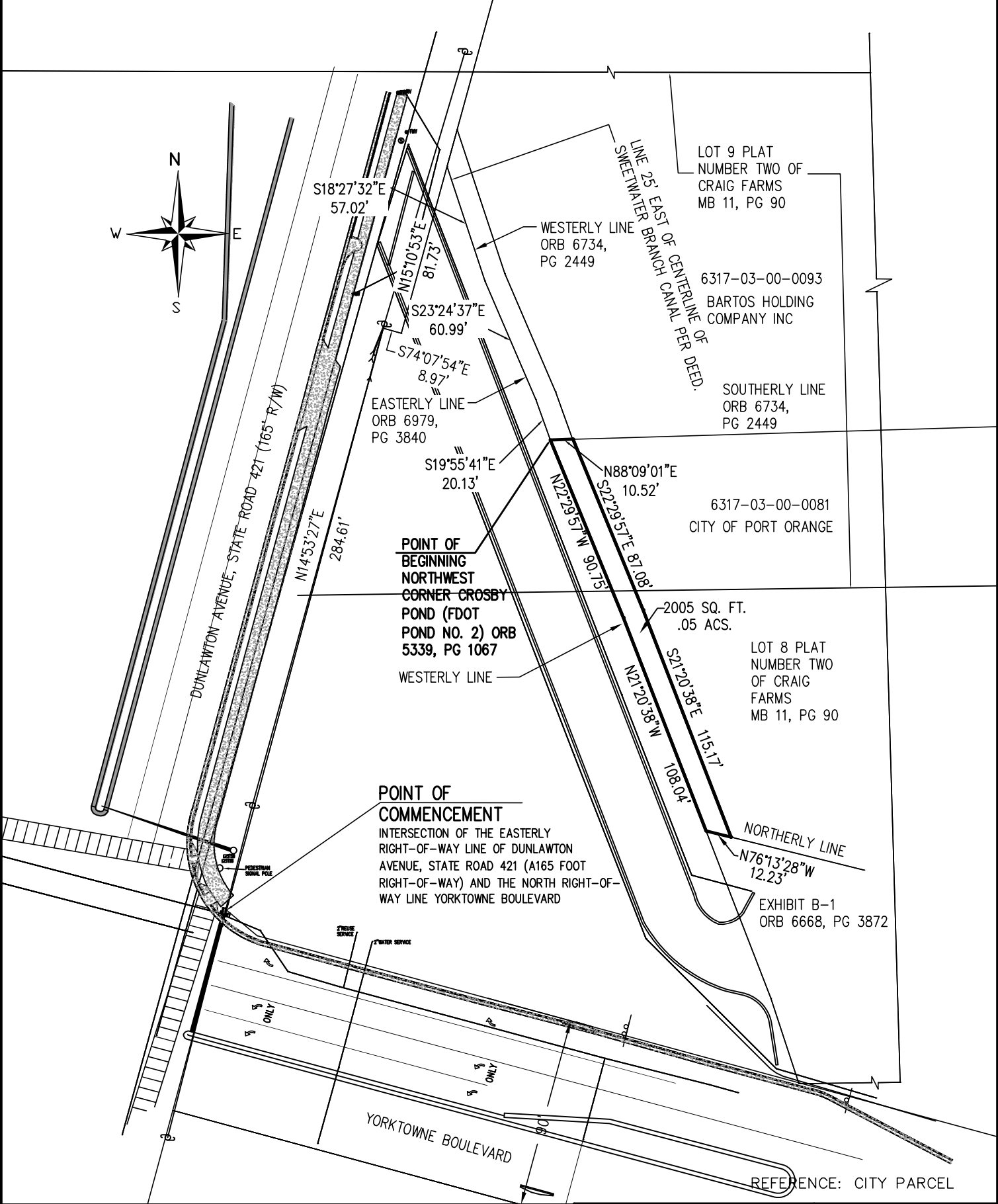
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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BOUNDARY SURVEY

FOR: FOUR LANES, LLC
DESCRIPTION: SEE SHEET 2

JOB #15-0326

SCALE: 1"=60'

FIELD BOOK:

PAGE:

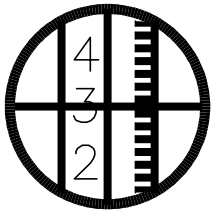
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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PORT ORANGE, FL. 32127
(386) 761-5385

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON THE EAST RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE, STATE ROAD 421, BEING N14°53'27"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

DESCRIPTION:

BEING A PORTION OF LOT 9, CRAIG'S FARM PLAT NUMBER 2, AS RECORDED IN MAP BOOK 11, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCEMENT AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE, STATE ROAD 421 (A 165 FOOT RIGHT-OF-WAY) AND THE NORTH RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD THENCE N14°53'27"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID DUNLAWTON AVENUE A DISTANCE OF 284.61 FEET: THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE S74°07'54"E A DISTANCE OF 8.97'; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N15°10'53"E A DISTANCE OF 81.73 FEET TO THE WESTERLY LINE OF PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 6734, PAGE 2449, OF PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPART SAID EASTERLY RIGHT-OF-WAY LINE S18°27'32"E ALONG SAID WESTERLY LINE, SAID LINE ALSO BEING A LINE 25 FOOT EAST OF CENTERLINE OF SWEETWATER BRANCH CANAL PER SAID DEED, A DISTANCE OF 57.02 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE S23°24'37"E A DISTANCE OF 60.99 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE S19°55'41"E A DISTANCE OF 20.13 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED AS "CROSBY POND (FDOT POND NO. 2)" IN OFFICIAL RECORDS BOOK 5339, PAGE 1067, SAID PUBLIC RECORDS; THENCE N88°09'01"E ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6734, PAGE 2449, A DISTANCE OF 10.52 FEET; THENCE DEPART SAID SOUTH LINE S22°29'57"E, A DISTANCE OF 87.08 FEET; THENCE S21°20'38"E A DISTANCE OF 115.17 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED ON EXHIBIT B-1 IN OFFICIAL RECORDS BOOK 6668, PAGE 3872, SAID PUBLIC RECORDS; THENCE N76°13'28"W ALONG SAID NORTHERLY LINE, A DISTANCE OF 12.23 FEET TO THE WESTERLY LINE OF SAID "CROSBY POND (FDOT POND NO. 2)"; THENCE N21°20'38"W ALONG SAID WESTERLY LINE, A DISTANCE OF 108.04 FEET; THENCE N22°29'57"W ALONG SAID WESTERLY LINE, A DISTANCE OF 90.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,005 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

REFERENCE: CITY PARCEL

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	BARTOS HOLDING COMPANY, INC.	APRIL 22, 2015	15-0326
	FLORIDA DEPARTMENT OF TRANSPORTATION		
NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE		LISTED ABOVE.	

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: FOUR LANES, LLC						I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. J.E. ZAPERT, P.L.S. NO. 4046 STEVEN T. KRUGER, P.L.S. NO. 4722 C.O. VAN KLEECK JR., P.S.M. NO. 6149 MICHAEL S. MURPHY, P.S.M. NO. 6208
	DATE	JOB NO.	P.C.	DRW.	CHECKED BY	
SKETCH OF DESCRIPTION						
BOUNDARY SURVEY	APRIL 22, 2015	15-0326	SS	MM	JZ	
TOPOGRAPHIC SURVEY						
FOUNDATION LOCATED						
FINAL IMPROVEMENTS						
RECERTIFICATION						
PROPOSED HOUSE LOCATION						



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (G13) First Reading - Ordinance No. 2022-18 - Rezoning/950 Madeline Avenue (Case No. 22-60000004)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-18, rezoning approximately +/- 8.3 acres from Medium Density Multifamily Residential (R-3M) to Community Commercial (CC)

SUMMARY: Planning Commission Action (06/23/22): Recommended Approval (4-0)

The applicant, Philip C. Hollis of Flagship Companies Group, LLC, is requesting to rezone the subject property from Multi-Family Residential (R-3M) to Community Commercial (CC). The property is located at the southeast corner of Madeline Avenue and Nova Road, west of Jackson Street. (Location Map below)



The property is currently occupied by a horse boarding facility (Port Orange Stables) that has been at this location since the mid-1960s. The property currently has a Future Land Use (FLU) designation of Commercial and is zoned R-3M (Multi-Family Residential – up to 12 units per acre). The property has been designated Commercial on the Future Land Use (FLU) map since 2010. The FLU designation was changed from the High-Density Residential (8-16 units per acre) category to the Commercial category to encourage redevelopment of the property as it is located in a designated commercial node in the City's Comprehensive Plan. In addition, the current R-3M

zoning for the property is not compatible with the existing Commercial FLU designation. The proposed CC zoning district is consistent with the property's current Commercial FLU designation and will allow it to be redeveloped.

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, mini-warehouse, vehicle and boat storage, and similar uses. If the property is rezoned to CC, the applicant also intends to request approval of a special exception to allow for the development of a 3-story climate-controlled self-storage facility, with 1-story mini-warehouse storage buildings around the perimeter of the storage facility, and motor vehicle, recreational vehicle, and boat storage interior to the site. The applicant's special exception request is currently scheduled to be considered on the August 16 City Council agenda.

If the rezoning and special exception are approved, the applicant intends to submit a site plan application for a self-storage and boat and RV storage facility and an application to subdivide the ±8.3-acre subject property into two (2) commercial lots.

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 2022-18 with exhibits	7-19 Ord. No. 2022-18 Rezoning 950 Mad.pdf
2.	Staff Report 950 Madeline Rezoning	Staff Report 950 Madeline Rezoning.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Robin Fenwick

Created/Initiated - 6/24/2022
Approved - 6/24/2022
Approved - 7/6/2022
Approved - 7/11/2022
Final Approval - 7/12/2022

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ±8.3 ACRES FROM
MULTI-FAMILY RESIDENTIAL (R-3M) TO COMMUNITY
COMMERCIAL (CC); AUTHORIZING REVISION OF THE
OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, ±8.3 acres of the property located at 950 Madeline Avenue to be rezoned from Multi-Family Residential (R-3M) to Community Commercial (CC); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone ±8.3 acres of the property located at 950 Madeline Avenue from Multi-Family Residential (R-3M) 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

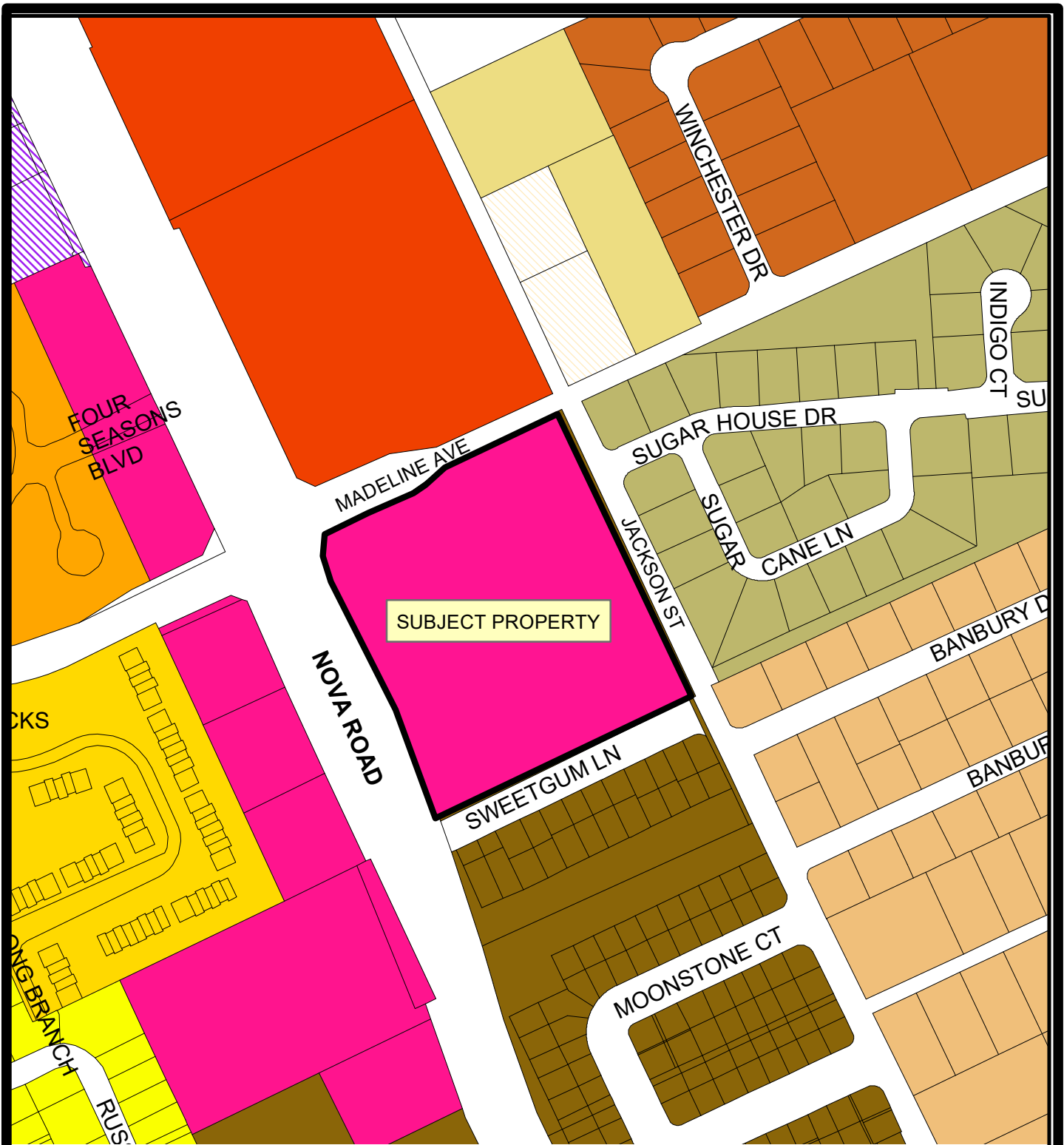
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT 1

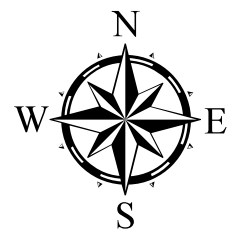
LEGAL DESCRIPTION

LOT 2, BLOCK 16, DUNLAWTON, LESS AND EXCEPT ANY PART RECORDED IN O.R. BOOK 3917, PAGE 1427, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK M, PAGE 187, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT 2



LOCATION MAP
CASE NO. 22-60000004
REZONING
950 MADELINE AVE



CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



STAFF REPORT

CONVENTIONAL REZONING / 950 MADELINE AVE

CASE NO. 22-60000004

REQUEST:	Rezone ± 8.3 acres from Multi-Family Residential (R-3M) to Community Commercial (CC)
LOCATION:	950 Madeline Ave. (Figure 1 – Location Map)
PROPERTY OWNER:	T & T 950 Madeline, LLC
APPLICANT:	Philip C. Hollis, Flagship Companies Group, LLC
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (June 23, 2022)
CITY COUNCIL:	July 19, 2022

Property Overview

The applicant, Philip C. Hollis of Flagship Companies Group, LLC, on behalf of the property owner, T & T 950 Madeline, LLC, is requesting to rezone the subject property from Multi-Family Residential (R-3M) to Community Commercial (CC). The subject property is located at the southeast corner of Madeline Avenue and Nova Road, west of Jackson Street and is currently used for boarding horses (Figure 1 – Location Map). The applicant has also concurrently applied for a Special Exception (Case No. 22-70000001) to allow a self-storage and boat and RV storage facility to be built on the subject property. If the rezoning and special exception are approved, the applicant intends to submit a site plan application for self-storage and boat and RV storage facility and an application to subdivide the ± 8.3 -acre subject property to create a ± 1.5 -acre commercial outparcel.

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

Discussion

The subject property is currently occupied by horse boarding facility (Port Orange Stables) since the mid-1960's. The property currently has a Future Land Use (FLU) designation of *Commercial* and is zoned R-3M (Multi-Family Residential – up to 12 units per acre). The subject property has been zoned for multi-family uses since 1971. The property has been designated *Commercial* on the Future Land Use (FLU) map since 2010. The FLU category was changed from the *High-Density Residential (8-16 units per acre)* category to the *Commercial* FLU category to encourage redevelopment of the property as it is in a designated commercial node in the City's Comprehensive Plan. The current R-3M zoning is not compatible with the *Commercial* FLU designation. To develop the property, either the FLU designation or zoning for the property is required to be changed in order to be consistent.

According to the applicant, the request to rezone the subject property to the CC zoning category is so the zoning for the property is consistent with the property's current *Commercial* FLU designation and allow it to be redeveloped. If the property is rezoned to CC, the proposed self-storage and boat and RV storage facility will require approval of a Special Exception. In conjunction with the rezoning request, the applicant has also applied for a special exception to allow for the development of a 3-story climate controlled self-storage facility, with 1-story mini-warehouse storage buildings around the perimeter of the storage facility, and motor vehicle, recreational vehicle, and boat storage interior to the site.

According to the applicant, deviating from the requirements in the LDC to develop the site is not anticipated, therefore, the applicant selected to use a standard zoning district and meet the requirements in the LDC including landscape buffers, parking, building setbacks, tree preservation, lot size and width, architecture design and traffic concurrency. The applicant believes that the lot dimensional requirements and the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient and transparent process to develop the site than creating a Planned Commercial Development (PCD).

Access to the property is available along Nova Road, Madeline Avenue, and Jackson Street. Any proposed access drives off Nova Road must be approved by FDOT and access off Madeline Avenue and Jackson Street must be approved by City of Port Orange, during the site plan review process. Sweetgum Lane is a private road, and the applicant is not requesting to provide access to Sweetgum Lane. Water and sewer are available to service the property. As part of any future subdivision of the property and/or site development, the applicant will be required to submit development plans for staff review, to meet all architecture, landscaping, traffic generation, lot dimensional requirements, and site development and infrastructure requirements of the City's LDC.

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 within the City, specific site development proposals for the subject property are subject to transportation concurrency regulations at the time of development. Transportation 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 to the roadway network. Similar to other developments within the city, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the latest traffic counts for Madeline Avenue, Nova Road, and Jackson Street, there is sufficient capacity for traffic anticipated from the development of the subject property to be generated by future development of this property (Table 1).

Table 1. Roadway Capacities for Roadways Adjacent to 950 Madeline Avenue

Roadway Segment	Roadway Classification Per City Comp Plan	Maximum Capacity Vehicles Per Day	Current Vehicles Per Day	Remaining Capacity Vehicles Per Day	V/C Ratio*
Madeline Ave. (Sauls Rd. to Nova Rd.)	Minor Arterial	14,040	5,059	8,981	0.36
Madeline Ave. (Nova Rd. to Clyde Morris Blvd.)	Minor Arterial	14,040	9,225	4,815	0.65
Nova Rd. (N. City Limits to Dunlawton Ave.)	Principal Arterial	39,800	27,000	12,800	0.68
Jackson St. (North of Dunlawton Ave.)	Local Collector	12,744	1,619	11,125	0.13

Sources: City of Port Orange (2022), Traffic counts conducted by Traffic Engineering Data Solutions, Inc. (TEDS) and Volusia County Traffic Engineering (2019)

*Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity 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.

For any future development on the subject property, the design of the stormwater drainage system will be required to comply with the stormwater requirements in the City's Land Development Code and the St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) for a site that discharges stormwater into the Nova Canal. Per the City's Land Development Code, the applicant will be required to construct on-site stormwater facilities, designed to accommodate, and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies. The drainage system design for the redevelopment of the subject property is anticipated to consist of onsite stormwater retention ponds and the stormwater held in these ponds would eventually discharge into the Nova Canal which is maintained by FDOT and Volusia County.

Any 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, protected wildlife species, wetlands, and other environmental resources. A formal review of these items will occur with the review of the site plan to verify compliance with all federal, state, regional and local regulations.

Any proposed development will be required to comply with the City's landscaping requirements, such as perimeter landscape buffers, parking lot landscaping, building foundation landscaping, and tree preservation. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the LDC. Regardless of the commercial use developed on the site, the following are the minimum landscape and tree preservation requirements for the subject property

- A minimum twenty (20) foot wide landscape right-of-way buffer along Nova Road and Madeline Avenue.
- A minimum ten (10) foot wide landscape right-of-way buffer along Jackson Street and Sweetgum Lane.
- A minimum of 15% of the ±8.3-acre subject property must be set aside for the preservation of existing trees.

The CC zoning district permits typical commercial uses commonly found along an arterial roadway such as banks, business services, convenience stores with or without fuel operations, financial services, fleet-based services, funeral homes, furniture and appliance stores, health/exercise clubs, medical offices/clinics, motor vehicle service stations, offices, personal services, restaurants, retail home building materials, retail nurseries and garden supplies, retail sales and services, and veterinary clinics. If the property is rezoned to CC and the current property owner does not redevelop the site with a self-storage facility, any future proposed use of the subject property will need to be a permitted use in the CC zoning district.

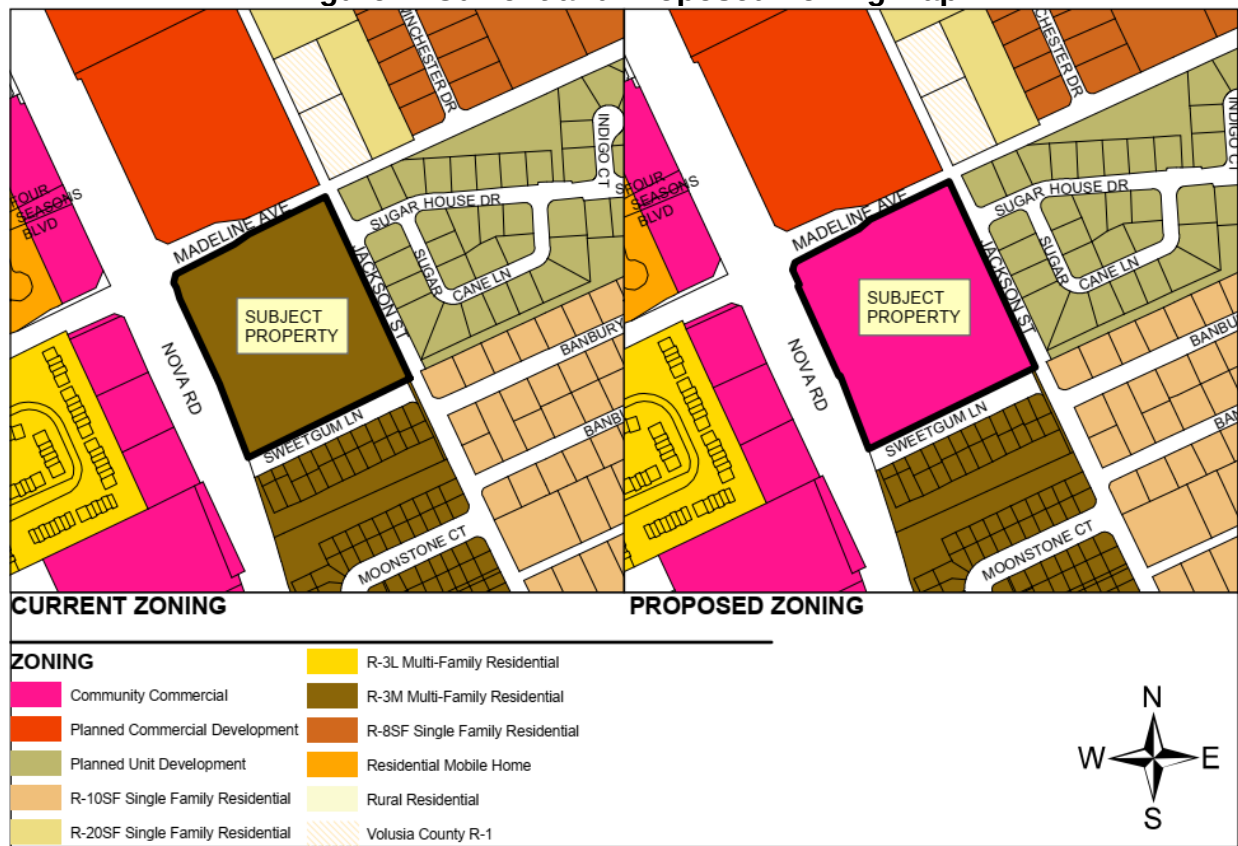
Compatibility with Surrounding Uses and Zoning

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 appropriate for this location and is compatible with the surrounding properties. Table 1 summarizes the land use and zoning of the adjacent properties. The subject property is located along a major arterial roadway. Based on compatibility with adjacent uses and availability of infrastructure, the requested CC zoning is appropriate for this location, and it is consistent with the existing FLU designation. (Figure 2 – Current and Proposed Zoning Map).

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Vacant Commercial	<i>Commercial</i>	Planned Commercial Development (PCD)
South	Multi-Family Residential (Willow Lake Townhomes)	<i>Urban High Density Residential (8-16 units/acre)</i>	Medium Density Multi-Family Residential (R-3M)
East	Single Family Residential (Sugar Forest subdivision)	<i>Suburban Residential (2-4 units/acre)</i>	Sugar Forest Planned Unit Development (PUD)
West	Commercial, across Nova Road	<i>Commercial</i>	Community Commercial (CC)

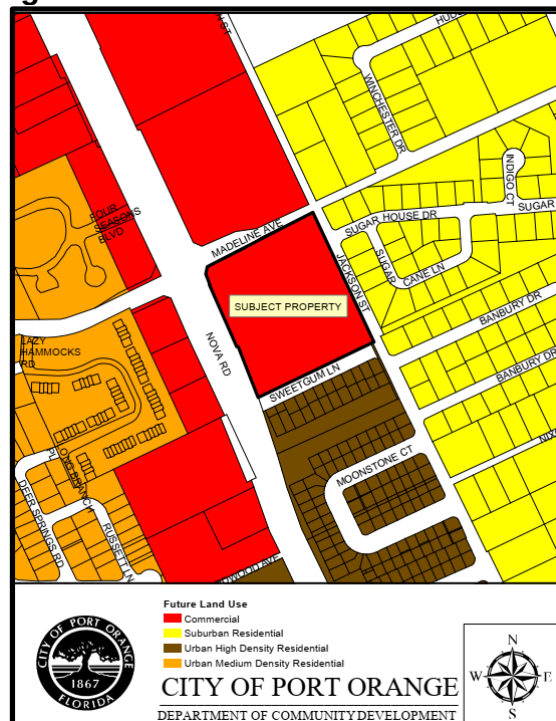
Figure 2. Current and Proposed Zoning Map**Consistency with Comprehensive Plan**

The proposed rezoning is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and is compatible with adjacent properties. The subject property is currently designated *Commercial* on the Future Land Use (FLU) map, along with the adjacent properties along Nova Road to the north and west of the subject property. The subject property is also located in a Community Commercial node as

designated in the City's Comprehensive Plan. A Community Commercial node is generally designed to serve the general shopping needs of areas within a ± 2 -mile radius.

The proposed CC zoning district is consistent with the subject property's current *Commercial* FLU designation (Figure 3 – Future Land Use Map). The *Commercial* FLU designation is generally characterized by uses that provide for the retail sale of items and provision of services to the general public. Based on compatibility with the property's current FLU designation, adjacent uses, and availability of infrastructure, the requested zoning is determined to be appropriate for this location and consistent with the Comprehensive Plan.

Figure 3. Current Future Land Use Map



Public Notice

A neighborhood meeting was held by the applicant on May 31, 2022, as required by the LDC to discuss the proposed rezoning and future development with area residents. Approximately 30 people were in attendance to discuss concerns regarding area drainage, traffic, and environmental issues. The property was posted by Staff on May 20, 2022, as required by the LDC notifying the public of the proposed rezoning. As of the time this agenda item was prepared, there have been three (3) phone calls with general inquiries on the proposed rezoning.

Staff Recommendation

Staff recommends **approval** of the request to rezone ± 8.3 acres from Multi-Family Residential (R-3M) to Community Commercial (CC).

Attachment

Exhibit 1 – Dimensional Requirements and List of Permitted Uses for the CC zoning district

Exhibit 1
Dimensional Requirements and Permitted Uses
Community Commercial Zoning

						Minimum Building Setback (Ft.)			
District	Minimum Living Area/D.U. (Sq. Ft.)	Minimum Lot Area (Sq. Ft.)	Minimum Lot Width (Ft.)	Maximum Building Coverage	Minimum Open Space	Front	Side	Rear	Maximum Height (Ft.)
CC		22,500	150	35%	30%	D	15*	25*	45

* Non-residential building setbacks adjoining residential zoning shall be equal to or greater than building height.

Community Commercial (LDC, Chapter 17, Section 21)

Permitted uses.

- (1) Adult/vocational education.
- (2) Appliance/electronic repair shops.
- (3) Banks.
- (4) Business services.
- (5) Clubs, lodges, and fraternal organizations.
- (6) Convenience stores with or without fuel operations.
- (7) Financial services.
- (8) Fleet-based services.
- (9) Funeral homes.
- (10) Furniture and appliance stores.
- (11) Health/exercise clubs.
- (12) Medical offices/clinics.
- (13) Motor vehicle service stations.
- (14) Offices.
- (15) Office supplies.
- (16) Personal services.
- (17) Restaurants.
- (18) Retail home building materials.
- (19) Retail nurseries and garden supplies.
- (20) Retail sales and services.
- (21) Veterinary clinics.

Permitted uses with special development requirements.

- (1) Athletic/sports facilities (subsection 2).
- (2) Brewery (subsection 3.7).
- (3) Child care centers (subsection 4).
- (4) Craft food and beverage producer (subsection 5.15).
- (5) Community gardens (subsection 5.1).
- (6) Microbrewery (subsection 9.57).
- (7) Theaters (subsection 17).

Special exception uses.

- (1) Bars, lounges, and night clubs (subsection 3).
- (2) Fortune tellers, astrologers, and palm readers (subsection 6).
- (3) Game/recreation facilities (subsection 7).
- (4) Marina, recreational (subsection 9.6).
- (5) Mini-warehouses (subsection 10).
- (6) Motor vehicle and boat storage facilities (subsection 12).



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (G14) First Reading - Ordinance No. 2022-17 - Seventh Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. 22-40000001)

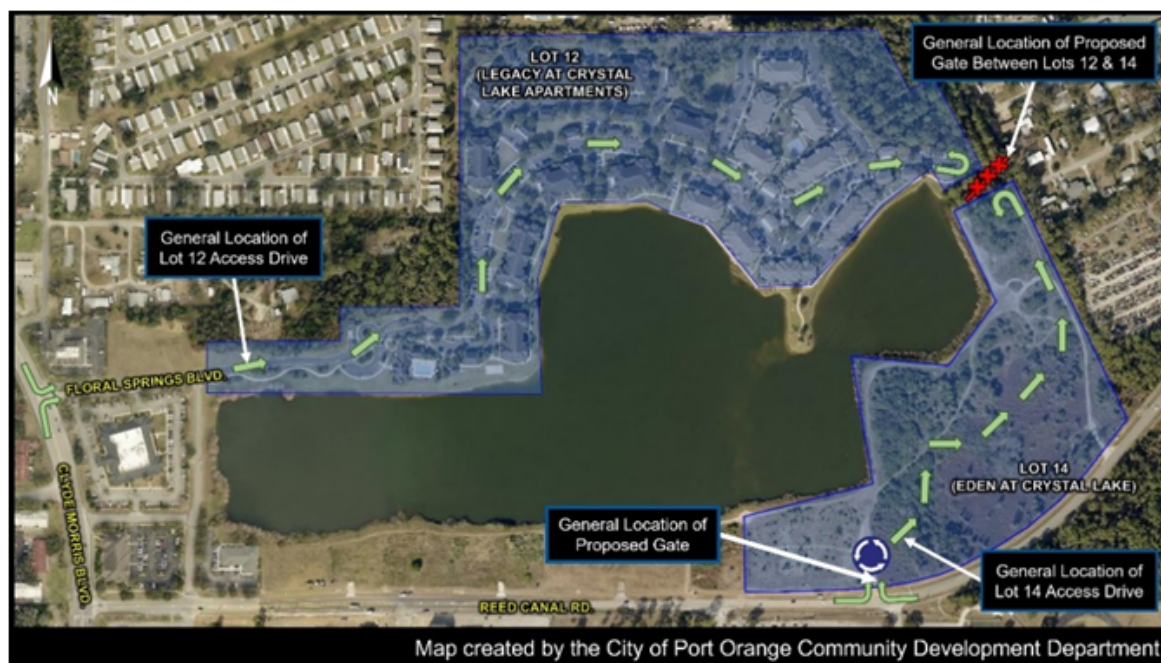
DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2022-17, approving the Seventh 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 (6/23/2022): Recommended Approval (4-0)

The proposed 7th Amendment to the Crystal Lake Master Development Agreement (MDA) is to remove the requirement that access must be provided through Lot 12 (Legacy at Crystal Lake Apartments) and Lot 14 (Eden at Crystal Lake Apartments) of the Crystal Lake Planned Unit Development (PUD) via a common drive that connects Clyde Morris Boulevard to Reed Canal Road as part of any residential development on these lots.



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 7th Amendment is to allow the residential development on Lot 14 (Eden at Crystal Lake Apartments) to have a gated entrance at Reed Canal Road that is equipped for emergency access and an emergency access gate between the residential developments on Lots 12 and 14 (See graphic on Page 2 of the Staff Report). Both proposed gates would be designed to allow emergency personnel to access both lots from either Clyde Morris Boulevard or Reed Canal Road in the event of an emergency. The proposed amendment does not change the current access to the Legacy at Crystal Lake Apartments (Lot 12) from Clyde Morris Boulevard nor does it change any of the permitted uses or other development requirements in the Crystal Lake MDA.

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 a provision that required a common access drive through Lots 12 and 14 to connect Clyde Morris Boulevard to Reed Canal Road once developed. According to the applicant, the request to have a gate between Lots 12 and 14 and at Reed Canal Road is so the Eden at Crystal Lake Apartments can be a private, gated community, and in addition to increased privacy, Lots 12 and 14 are not under the same ownership, nor have the same design and product type, so interconnection between the two parcels is no longer desired when compared to the original vision of the Crystal Lake PUD as the multi-family lots being under unified ownership. The applicant also indicated that since both Lots 12 and 14 were not developed together and do not have similar design layouts, the design of the parking lot and access drives and the overall concept is no longer conducive to serving the connection between two arterial roads (Clyde Morris Boulevard and Reed Canal Road).

The developer of Lot 14 requested that the Eden at Crystal Lake Apartments be gated between Lots 12 and 14, and the access point required by the MDA between Lots 12 and 14 is only for emergency access. The LDC does not prohibit the installation of gates for multi-family residential developments. However, since the Crystal Lake PUD MDA states that common access through Lots 12 and 14 must be provided, the proposed amendment to the MDA is needed to remove the requirement. Access to Lot 12 is provided via Floral Springs Boulevard, which was constructed to serve the Legacy at Crystal Lake Apartments when the lot was developed in 2004. The entrance to Legacy at Crystal Lake Apartments is currently ungated.

Multi-family developments with gated access are not uncommon throughout Port Orange and recent examples of similar developments include The Atlantic Apartments (1401 Reed Canal Road), White Palm Apartments (5400 S. Williamson Boulevard), Springs at Port Orange Apartment Homes (5410 S. Williamson Boulevard), Sanctuary at Westport (5400 Coraci Boulevard), Hawthorne Village Apartment Homes (3900 Yorktowne Boulevard), and Hawks Mill Apartments (3835 Clyde Morris Boulevard).

If approved, the existing access to the Legacy at Crystal Lake Apartments (Lot 12) from Clyde Morris Boulevard and the access to Eden at Crystal Lake Apartments (Lot 14) from Reed Canal Road will remain unchanged other than the addition of the gated access to Eden at Crystal Lake Apartments. The only proposed change to the MDA for

the Crystal Lake PUD is the Eden at Crystal Lake Apartments will have a gated main entrance from Reed Canal Road that is equipped for emergency access, and an emergency access only gate will be installed between the two multi-family residential developments on Lots 12 and 14. The Legacy at Crystal Lake Apartments property owners do not object to the request to install a gate between Lots 12 and 14 and at this time they have not proposed to install a gate along Floral Springs Boulevard. However, if the proposed amendment is approved, the Legacy at Crystal Lake Apartments will have the option to install a gate in the future.

The staff report is attached for more information.

PRESENTER: Gideon Smith, Penelope Cruz

ATTACHMENTS:

1.	Ordinance 2022-17 with exhibit	Ord. No. 2022-17 - Seventh Amendment to Crystal Lake.pdf
2.	Final CC Staff Report_Crystal Lake 7th MDA Amendment	Final CC Staff Report_Crystal Lake 7th MDA Amendment.pdf

Penelope Cruz	Created/Initiated - 6/24/2022
Tim Burman	Approved - 6/24/2022
Shannon Balmer	Approved - 7/6/2022
Wayne Clark	Approved - 7/11/2022
Robin Fenwick	Final Approval - 7/12/2022

ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE SEVENTH
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 Seventh Amendment to the Master Development Agreement for Crystal Lake Planned Unit Development (PUD) (“MDA”); (hereinafter referred to as the “Seventh Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Seventh 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 Seventh Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Seventh 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 Seventh Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Seventh 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"

Document Prepared By
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

Return recorded document to:
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

SEVENTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD)

THIS SEVENTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD) (the “**Seventh Amendment**”) is made this ____ day of _____, 20____, 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; Port Orange Apartment Associates II, L.L.C., a Florida limited liability company (“**Port II**”), whose address is 753 E. Glenn Avenue, Auburn, AL 36830; and Eden GPC Port Orange Owner, LLC, a Florida limited liability company (“**Eden**”), whose address is 2801 SW 31st Avenue, Suite 2-B, Coconut Grove, FL 33133.

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 (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, of the Public Records of Volusia County, Florida (the “**Master Development Agreement**”), relating to property described therein; and

WHEREAS, John T. Self (a/k/a John Thomas Self) by that certain Warranty Deed recorded in Official Records Book 5125, Page 1449, Public Records of Volusia County, Florida, conveyed the real property described therein to John T. Self, as Trustee of the John T. Self Trust dated March 31, 2003 (“**Self Trust**”); and

WHEREAS, the Self Trust by that certain Special Warranty Deed recorded in Official Records Book 5372, Page 2397, Public Records of Volusia County, Florida, conveyed the real property described therein to Port Orange Apartment Associates I, LLC, a Florida limited liability company ("**Port I**"); and

WHEREAS, the Self Trust by that certain Warranty Deed recorded in Official Records Book 5428, Page 1055, Public Records of Volusia County, Florida, conveyed the real property described therein to Crystal Lake 2004, Ltd., a Florida limited partnership ("**Crystal Lake**"); and

WHEREAS, Crystal Lake by that certain Special Warranty Deed recorded in Official Records Book 5641, Page 2680, Public Records of Volusia County, Florida, conveyed the real property described therein to Port Orange Apartment Associates III, LLC, a Florida limited liability company ("**Port III**"); and

WHEREAS, Port I by that certain Special Warranty Deed recorded in Official Records Book 5724, Page 2287, Public Records of Volusia County, Florida, conveyed the real property described therein to Port II; and

WHEREAS, Port III by that certain Special Warranty Deed recorded in Official Records Book 7709, Page 894, Public Records of Volusia County, Florida, conveyed the real property described therein to Eden; and

WHEREAS, the property affected by this Seventh Amendment is now owned by Port II and Eden; 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 the Crystal Lake PUD Development Agreement recorded in Official Records Book 4704, at Page 417 (the "**Second Amendment**"); and that certain Third Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 4876 at Page 1749 (the "**Third Amendment**"); and that certain Fourth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 5078 at Page 2021 (the "**Fourth Amendment**"); and that certain Fifth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records Book 5204 at Page 3392 (the "**Fifth Amendment**"); and that certain Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (PUD) recorded in Official Records

Book ____ at Page ____ (the “**Sixth Amendment**”). The Master Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment is now hereinafter collectively referred to as the "Master Development Agreement"; and

WHEREAS, the City, Port II and Eden wish to further amend the Master Development Agreement for the purposes of amending: (i) Paragraph 2 (Development Plan); (ii) Paragraph 5 (Development Concept); and (iii) Paragraph 11 (Architectural Design Standards), to remove the requirement for a common drive through Lots 12 and 14 that provides full access between Clyde Morris Blvd. and Reed Canal Rd., to permit Lot 14 to have a private, gated access driveway, and to require emergency access and related improvements between said Lots 12 and 14.

WHEREAS, for purposes of this Seventh Amendment, 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, the parties, in consideration of the mutual 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 Seventh Amendment and are incorporated herein by reference.

2. This Seventh Amendment pertains only to Lots 12 and 14 of the Crystal Lake, Tract 2 Subdivision. Lots 12 and 14 are described in the legal description attached hereto and incorporated herein as Exhibit “A”.

3. Paragraph 2. **Development Plan**, Section 2(d) (2) of the Master Development Agreement is hereby amended, as follows:

- (2) In regard to Tract 2, Lots 12 and 14 may be developed with single family dwellings, apartments (rental) and townhomes (ownership), or a mixture thereof. Single family lots will have an area of at least 5,500 square feet per lot. Residential development on Lot 14 shall be permitted to have a

private access driveway with a gated entrance from Reed Canal Road that is equipped for emergency access. Additional emergency access shall be provided via an emergency access easement with emergency access gate between the residential developments on Lots 12 and 14~~This residential development will be accessed from a common drive which will pass through Lots 12 and 14 and connect through Tract I to Clyde Morris Boulevard and Reed Canal Road as generally depicted by the Conceptual Development Plan. The drive may be public or private.~~ Either single family or multi-family development may occur on Lots 12 and 14. If Lot 12 is developed for single family purposes, the total number of single family lots located on the Lot (which will be subdivided) will not exceed one hundred fifty (150). If Lots 12 and 14 are developed for multi-family purposes, the total number of multi-family units located on Lots 12 and 14 will not exceed eight hundred (800).

4. Paragraph 5. **Development Concept**, of the Master Development Agreement as it relates to Tract 2 at pages 7 and 8 is hereby amended, respectively, as follows:

Tract 2 (Lots 11, 12 and 14): Lot 11 is the existing lake which will serve as common stormwater detention/retention facility for Tracts 1, 2, and 3 as well as open space for development occurring on Lots 12 and 14. Lots 12 and 14 may be developed with single family dwellings, apartments (rental) and townhomes (ownership), or a mixture thereof. Single family lots will have an area of at least 5,500 square feet per lot. Residential development on Lot 14 shall be permitted to have a private access driveway with a gated entrance from Reed Canal Road that is equipped for emergency access. Additional emergency access shall be provided via an emergency access easement with emergency access gate between the residential developments on Lots 12 and 14~~Residential development will be accessed from a common drive which will pass through Lots 12 and 14 and connect through Tract 1 to Clyde Morris Boulevard and Reed Canal Road as generally depicted by the Conceptual Development Plan. The drive may be public or private.~~ Either single family or multi-family development may occur on Lots 12 and 14. If Lot 12 is

developed for single family purposes, the total number of single family lots located on the Lot (which will be subdivided) will not exceed one hundred fifty (150). If Lots 12 and 14 are developed for multi-family purposes, the total number of multi-family units located on Lots 12 and 14 will not exceed eight hundred (800).

5. Paragraph 11. **Architectural Design Standards**, Section 11(d) of the Master Development Agreement is hereby amended, as follows:

Lot function and layout shall be coordinated. For purposes herein, lot function and layout includes but is not limited to, building placement, landscaping layout/design, parking lot layout, and access drive layout/design. Cross access easements and shared points of ingress and egress shall be a particular component of developing Lots 1-10, Lots 12 and 14, and Lot 13. Lots 1-10 are located within Tract 1 shall utilize common ingress and egress points as illustrated on Exhibit "B". Internal access to Lots 1-10 shall be from the indicated points of ingress and egress via cross access easements which shall be shown as a part of the plat subdividing Lots 1-10. ~~Lots 12 and 14 shall share a private central common accessway which will originate on Clyde Morris Boulevard and Reed Canal Road. The central common accessway shall provide both pedestrian and vehicular access to Clyde Morris Boulevard, Reed Canal Road, and the neighborhood service area planned for Lots 1-10.~~ Lot 13 shall have two (2) points of access onto Reed Canal Road. Individual building sites located on Lot 13 shall have access to Reed Canal Road via a cross easement to be located on sublots 13.1 through 13.83. A shared point of access or cross access point between Tract 1 and Tract 3 will be allowed.

6. This Seventh Amendment shall be effective as of the date it is executed by all parties.

7. This Seventh Amendment shall be recorded in the Public Records of Volusia County, Florida, at Eden's expense.

8. The Master Development Agreement, as previously enacted and amended by the First, Second, Third, Fourth, Fifth and Sixth Amendments thereto, shall remain in full force and effect except with respect to

those matters specifically amended by this Seventh Amendment.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment, by and through their duly authorized representatives, on the respective dates below:

“CITY”

CITY OF PORT ORANGE, a Florida municipal corporation

WITNESSES:

Print Name: _____

By: _____
Donald O. Burnette, Mayor

Print Name: _____

Print Name: _____

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Print Name: _____

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 Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both on behalf of the City of Port Orange, a Florida municipal corporation. They are personally known to me and did not take an oath.

Notary: Type, Print or Stamp Name

My Commission Expires:

“PORT II”

WITNESSES:

**PORT ORANGE APARTMENT ASSOCIATES II,
L.L.C.**, a Florida limited liability company

By: Port Orange SPE, Inc., a Florida corporation,
its Managing Member

Print Name: _____

By: _____
C. Hadley Weaver, Jr., President

Print Name: _____

STATE OF ALABAMA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by C. Hadley Weaver, Jr., as President of Port Orange SPE, Inc., a Florida corporation, the Managing Member of Port Orange Apartment Associates II, L.L.C., a Florida limited liability company. He/she is personally known to me or produced _____ as identification and did not take an oath.

(Seal)

Notary Public

“EDEN”

WITNESSES:

EDEN GPC PORT ORANGE OWNER, LLC, a
Florida limited liability company

Print Name: _____

By: _____
_____, Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 20__, by _____, as Manager of Eden GPC Port Orange Owner, LLC, a Florida limited liability company. He/she is personally known to me or produced _____ as identification and did not take an oath.

(Seal)

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 12A, CRYSTAL LAKE TRACT 2, according to the Plat thereof, as recorded in Plat Book 50, Page 58, Public Records of Volusia County, Florida.

AND

Lot 12B, CRYSTAL LAKE TRACT 2, according to the Plat thereof, as recorded in Plat Book 50, Page 58, Public Records of Volusia County, Florida.

AND

Lot 14, CRYSTAL LAKE TRACT 2, according to the Plat thereof, as recorded in Plat Book 50, Page 58, Public Records of Volusia County, Florida.



STAFF REPORT

Seventh Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development Case No. 22-40000001

REQUEST:	To approve the Seventh Amendment to the Master Development Agreement (MDA) for the Crystal Lake Planned Unit Development (PUD) to allow the access drive between Lot 12 (Legacy at Crystal Lake Apartments) and Lot 14 (Eden at Crystal Lake Apartments) to be gated and for emergency access only.
APPLICANTS:	Glenn D. Storch and Corey D. Brown, Storch Law Firm
PROPERTY OWNERS:	Port Orange Apartment Associates II, LLC; Eden GPC Port Orange Owner, LLC
STAFF RECOMMENDATION:	Approval
LOCATION:	1200 Floral Springs Boulevard; 1270 Reed Canal Road
STAFF CONTACT:	Gideon Smith, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION DATE:	Recommended Approval 4-0 (June 23, 2022)
CITY COUNCIL DATE:	July 19, 2022

DEVELOPMENT PROPOSAL

The proposed Seventh Amendment to the Crystal Lake Master Development Agreement (MDA) is to remove the requirement that access must be provided through Lot 12 (Legacy at Crystal Lake Apartments) and Lot 14 (Eden at Crystal Lake Apartments) of the Crystal Lake Planned Unit Development (PUD) via a common drive that connects Clyde Morris Boulevard to Reed Canal Road as part of any residential development on these lots.

Figure 1. Location Map



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 Seventh Amendment is to allow the residential development on Lot 14 (Eden at Crystal Lake Apartments) to have a gated entrance at Reed Canal Road that is equipped for emergency access and an emergency access gate between the residential developments on Lots 12 and 14 (See Figure 1 on Page 1). Both proposed gates would be designed to allow emergency personnel to access both lots from either Clyde Morris Boulevard or Reed Canal Road in the event of an emergency. The proposed amendment does not change the current access to the Legacy at Crystal Lake Apartments (Lot 12) from Clyde Morris Boulevard nor does it change any of the permitted uses or other development requirements in the Crystal Lake MDA.

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 a provision that required a common access drive through Lots 12 and 14 to connect Clyde Morris Boulevard to Reed Canal Road once developed. Access to Lot 12 is provided via Floral Springs Boulevard, which was constructed to serve the Legacy at Crystal Lake Apartments when the lot was developed in 2004. The entrance to Legacy at Crystal Lake Apartments is currently ungated.

The developer of Lot 14 requested that the Eden at Crystal Lake Apartments be gated between Lots 12 and 14, and the access point required by the MDA between Lots 12 and 14 only be only used for emergency access. The LDC does not prohibit the installation of gates for multi-family residential developments, however, since the Crystal Lake PUD MDA states that a common access through Lots 12 and 14 must be provided, the proposed amendment to the MDA is needed to remove the requirement. Figure 2 shows the access points to the two multi-family developments from adjacent roadways and general location of the proposed emergency access gate between Lots 12 and 14.

Figure 2. Common Drive Network within Lots 12 and 14



According to the applicant, the request to have a gate between Lots 12 and 14 and at Reed Canal Road is so the Eden at Crystal Lake Apartments can be a private, gated community. According to the applicant, in addition to increased privacy, Lots 12 and 14 are not under the same ownership, nor have the same design and product type, so interconnection between the two parcels is no longer desired when compared to the original vision of the Crystal Lake PUD as the multi-family lots being under unified ownership. The applicant also indicated since both Lots 12 and 14 were not developed together and do not have similar design layouts, the design of the parking lot and access drives and overall concept is no longer conducive to serve as connector between two arterial roads (Clyde Morris Boulevard and Reed Canal Road). Figure 3 below shows the existing parking lot and access drive through Legacy at Crystal Lake Apartments. Figure 4 shows the existing location of the connection between Lots 12 and 14.

Figure 3. Existing Parking Lot and Access Drive through Legacy at Crystal Lake Apartments



Figure 4. Approximate Location of Proposed Gate between Lots 12 & 14



There are no specific criteria to be used as a base for Staff recommendation for the request to remove the requirement of connecting the common access drives associated with the residential developments on Lots 12 and 14 as required in the original MDA. The Staff recommendation on this matter is generally based on impacts to emergency services and consistency with adopted plans (such as Comprehensive Plan, Land Development Code, City Vision, budget, etc.). Multi-family developments with gated access are not uncommon throughout Port Orange and recent examples of similar developments include The Atlantic Apartments (1401 Reed Canal Road), White Palm Apartments (5400 S. Williamson Boulevard), Springs at Port Orange Apartment Homes (5410 S. Williamson Boulevard), Sanctuary at Westport (5400 Coraci Boulevard), Hawthorne Village Apartment Homes (3900 Yorktowne Boulevard), and Hawks Mill Apartments (3835 Clyde Morris Boulevard).

The proposed amendment has been reviewed and approved by the Staff Development Review Committee (Police, Fire, Community Development, Public Utilities, Public Works, and City Attorney's Office).

If approved, the existing access to the Legacy at Crystal Lake Apartments (Lot 12) from Clyde Morris Boulevard and the access to Eden at Crystal Lake Apartments (Lot 14) from Reed Canal Road will remain unchanged other than the addition of the gated access for Eden at Crystal Lake Apartments. The only proposed change to the MDA for the Crystal Lake PUD is the Eden at Crystal Lake Apartments will have a gated main entrance from Reed Canal Road that is equipped for emergency access, and an emergency access only gate will be installed between the two multi-family residential developments on Lots 12 and 14. The Legacy at Crystal Lake Apartments property owners do not object to the request to install a gate between Lots 12 and 14 and at this time they have not proposed to install a gate along Floral Springs Boulevard. However, if the proposed amendment is approved, the Legacy at Crystal Lake Apartments will have the option to install a gate in the future.

Figure 5. Entrance to Eden at Crystal Lake Apartments (Under Construction)



CONSISTENCY WITH COMPREHENSIVE PLAN

Lots 12 and 14 are designated *Urban Medium Density Residential* (4-8 units/acre) on the City's Future Land Use (FLU) Map. The original MDA was found to be consistent with the Comprehensive Plan when it was approved in 2000. The proposed Seventh 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 May 20, 2022. At the time this agenda item was prepared, there have been no phone calls or other inquiries on the proposed amendment.

RECOMMENDATION

Staff recommends approval of the Seventh 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.

ATTACHMENT

Exhibit 1: Seventh Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (G15) First Reading - Ordinance No. 2022-19 - Amendment/Chapters 13 and 17 of the Land Development Code (Case No. 22-25000004)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-19, amending Chapters 13 and 17 of the Land Development Code.

SUMMARY: SUMMARY: Planning Commission Action (6/23/2022): Recommended Approval (Vote 4-0)

The proposed amendments to Chapters 13 and 17 of the Land Development Code (LDC) are intended to assist in attracting and retaining businesses in the Eastport Business Park and other industrial areas throughout the city.

Vehicular Use/Parking Landscaping Amendment: The proposed amendment would allow additional flexibility in the design layout of the vehicular use area (parking lot and loading area) for a property being developed in the Light Industrial (LI) or Commercial Industrial (CI) zoning districts. Currently, all new developments within the city must provide at least ten percent (10%) of the vehicular use area as internal landscaping, such as terminal islands at the ends of parking rows, interior landscape islands between parking spaces, or divider islands to separate parking spaces from travel lanes (See graphic below).

At times, the interior landscape areas can act as obstacles that impede the maneuverability of larger vehicles and equipment for industrial uses and reduce the overall function of the site. The proposed amendment is to allow for more efficient parking lot loading areas for industrial uses that require maneuverability for larger vehicles, forklifts/specialized equipment, and truck delivery. The proposed amendment is to allow developments in the Light Industrial (LI) and Commercial Industrial (CI) zoning districts to utilize the same development requirement currently in place for the RD zoning district and only require 5% of the vehicular use area to be internal landscaping instead of ten percent (10%). It also exempts vehicular use areas not visible from any public rights-of-way.



Light Industrial (LI) Zoning District – Permitted Uses Amendment: The proposed amendment would add “wholesalers and distributors” as a permitted use in the Light Industrial (LI) zoning district. According to the LDC, “wholesalers and distributors” is defined as, “an establishment engaged in the storage, wholesale, and distribution of manufactured products, supplies, and equipment, and incidental retail sales, exclusive of bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions.” The properties in the City that are currently zoned LI are in or adjacent to the Eastport Business Park and a small area near the intersection of City Center Drive and Herbert Street. In addition to Light Industrial (LI) zoned land, the proposed amendment would also apply to any other zoning district that allows for uses that are permitted in the Light Industrial District, such as the Workplace District within the Planned Community – Agricultural (PC-A) zoning district and Lots 15 and 17 in the Crystal Lake Planned Unit Development. The wholesalers and distributors' use is also consistent with the Eastport Business Center Community Redevelopment Area (CRA) Plan for job creation, and to provide an opportunity for businesses to expand or relocate in Port Orange.

The staff report is attached for more information.

PRESENTER: Gideon Smith, Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2022-19	7-19 Ord. No. 2022-19 LDC Amendment.pdf
2.	Final CC Staff Report_LI-CI Zoning District LDC Amendments	Final CC Staff Report_LI-CI Zoning District LDC Amendments - Revised.pdf

Penelope Cruz

Created/Initiated - 6/24/2022

Tim Burman
Shannon Balmer
Wayne Clark
Robin Fenwick

Approved - 6/24/2022
Approved - 7/7/2022
Approved - 7/11/2022
Final Approval - 7/12/2022

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 13 AND 17 TO ALLOW
FLEXIBILITY IN THE DESIGN LAYOUT OF A PARKING
LOT FOR USES IN LIGHT INDUSTRIAL (LI) AND
COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICTS;
ADDING WHOLESALERS AND DISTRIBUTORS AS
PERMITTED USES IN THE LIGHT INDUSTRIAL (LI)
ZONING DISTRICT; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

WHEREAS, for purposes of this ordinance words with underlined (underlined)
type shall constitute additions to the original text and words with strikethrough
(~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY
OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends
Chapter 13, Section 4 of the Land Development Code, to read as follows:

Chapter 13 - LANDSCAPING AND BUFFERS

[No changes to Sections 1 thru 3]

Section 4: - Vehicular use/parking landscaping.

(a) Minimum landscaped area. Ten percent of the area designed for vehicular use shall be devoted to the creation of interior landscaping, except for uses within the ~~Ridgewood Development~~ Zoning Districts as described in subsection (b) below, and except for lots with ten or fewer parking spaces and less than 4,000 square feet of paved area. The base area of the vehicular use area shall be measured along the outer edge and include all parking and loading spaces, access drives, cruise lanes, service areas, landscaped islands at the corners of and within parking areas, and other areas for vehicular use. Access drives located within required buffer yards shall not be included in the base area. Developers shall be required to provide a diagram indicating base area and internal landscaping, and the necessary calculations to verify that this requirement has been satisfied. The following diagram illustrates an example of areas which may be credited as internal landscaping.

(b) Minimum landscaped area for uses within the Ridgewood Development, Commercial Industrial, and Light Industrial Zoning Districts. Five percent of the area designed for vehicular use and visible from any public rights-of-way shall be devoted to the creation of interior landscaping. No interior landscaping shall be required for those vehicular use areas which are fully screened and/or not visible from any public rights-of-way. All other applicable provisions of this section shall be required.

[No changes to the remaining Section 4, Subsections (c) thru (g)]

[No changes to the remaining Sections 5 thru 10]

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 17, Section 24 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

[No changes to Sections 1 thru 23]

Section 24: - Light industrial (LI) district.

(a) *Purpose and intent.* [unchanged]

(b) *Permitted uses.*

- (1) Airport and related activities.
- (2) Antennas.
- (3) Boat repair, body.
- (4) Boat repair, engine.

- (5) Commercial/industrial warehouse.
- (6) Construction and home improvement contractor.
- (7) Crematoriums.
- (8) Greenhouses and nurseries (wholesale only).
- (9) Infrastructure construction contractor's yard.
- (10) Laboratory, research and development.
- (11) Laundry and dry cleaning plants.
- (12) Manufacturing, craftsman shops.
- (13) Manufacturing, limited.
- (14) Manufacturing, fabrication.
- (15) Manufacturing, processing.
- (16) Motor vehicle repair facilities.
- (17) Motor vehicle towing and impoundment.
- (18) Offices.
- (19) Trucking terminals.
- (20) Wholesalers and distributors.

[No changes to the remaining Section 24, Subsections (c) and (d)]

[No changes to the remaining Sections 25 thru 33]

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: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5: 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 6: This Ordinance shall take effect 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



STAFF REPORT

CASE NO. 22-25000004

LDC Amendment/Chapter 13, Section 4 & Chapter 17, Section 24

REQUEST:	To amend the Land Development Code (LDC) to allow flexibility in the design layout of a parking lot for uses in the Light Industrial (LI) and Commercial Industrial (CI) Zoning Districts and add wholesalers and distributors as a permitted use in the Light Industrial (LI) Zoning District
APPLICANT:	City of Port Orange
STAFF CONTACT:	Gideon Smith, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 4-0 (June 23, 2022)
CITY COUNCIL DATE:	July 19, 2022

INTRODUCTION

Staff has been updating the Land Development Code (LDC) in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation, redevelopment related amendments to the Riverwalk Overlay District and the Planned Commercial-Riverwalk (PC-R) zoning district, and others.

PROPOSED AMENDMENTS

The following proposed amendments to Chapters 13 and 17 of the Land Development Code (LDC) are intended to assist in attracting businesses to the Eastport Business Park and other industrial areas throughout the city.

Vehicular use/parking landscaping Amendment

The proposed amendment would allow additional flexibility in the design layout of the vehicular use area (parking lot and loading area) for a property being developed in the Light Industrial (LI) or Commercial Industrial (CI) zoning districts. Currently, all new developments within the city must provide at least ten percent (10%) of the vehicular use area as internal landscaping, such terminal islands at the ends of parking rows, interior landscape islands between parking spaces, or divider islands to separate parking spaces from travel lanes (See Figures 1 and 2).

At times, the interior landscape areas can act as obstacles that impede the maneuverability of larger vehicles and equipment for industrial uses and reduce the overall function of the site. The proposed amendment is to allow for more efficient parking lot loading areas for industrial uses that require maneuverability for larger vehicles,

forklifts/specialized equipment, and truck delivery. The reduced interior landscape areas may also assist in attracting businesses by reducing upfront costs of site development and repair costs when large vehicles unintentionally damage interior landscape islands. The proposed amendment does not reduce the required perimeter buffer widths, vehicular use screening, tree preservation requirements, or number of landscape materials required to be planted within a buffer.

Figures 1 and 2. Example of typical interior and terminal landscape islands

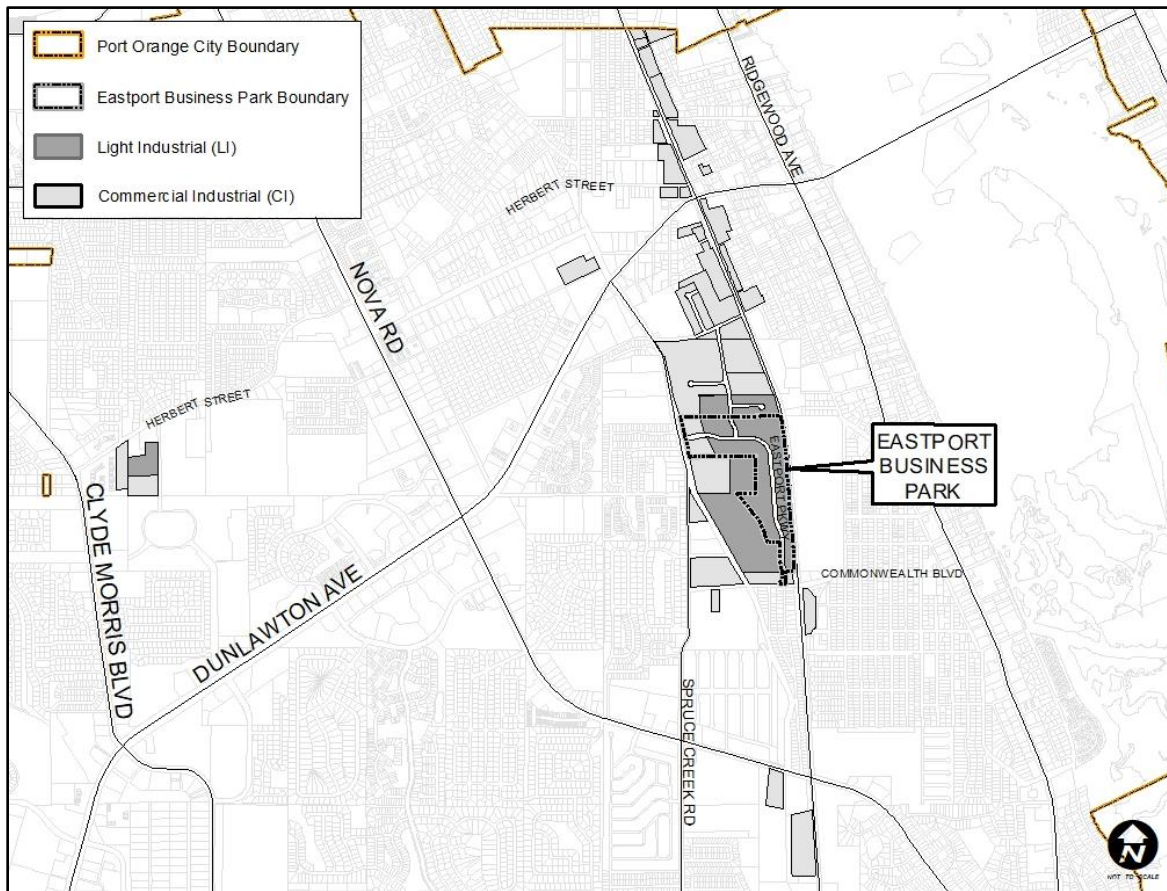


Figure 3. Interior Landscaping Example (415 Dunlawton Avenue)



The LDC currently requires five percent (5%) of the vehicular use area to be internal landscaping in lieu of ten percent (10%) and exempts vehicular use areas not visible from any public rights-of-way for properties in the Ridgewood Development (RD) zoning district to assist with redevelopment. The proposed amendment is to allow developments in the Light Industrial (LI) and Commercial Industrial (CI) zoning districts (See Figure 4) to utilize the same development requirement currently in place for the RD zoning district and only require 5% of the vehicular use area to be internal landscaping in lieu of ten percent (10%). It also exempts vehicular use areas not visible from any public rights-of-way.

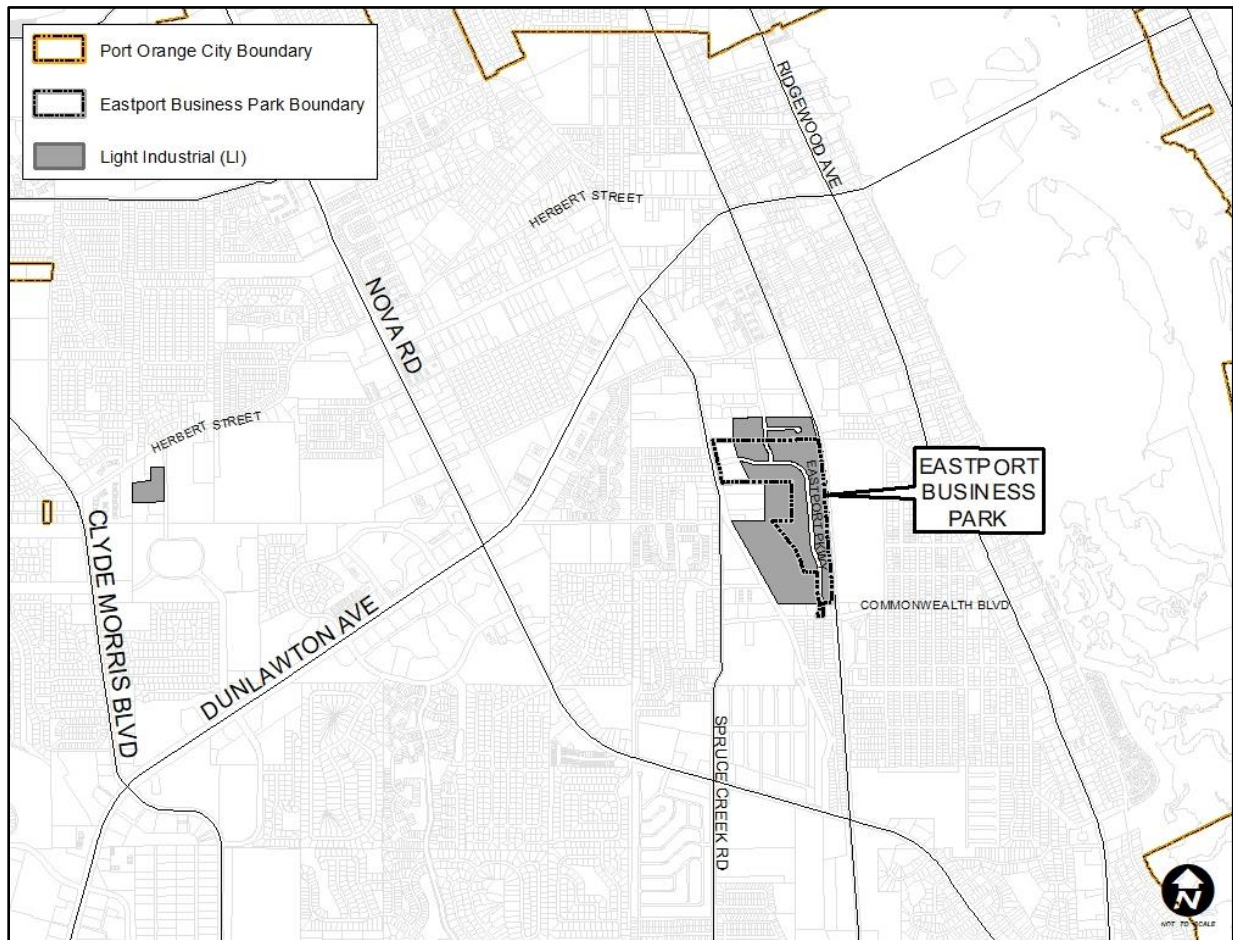
Figure 4. Light Industrial (LI) & Commercial Industrial (CI) Zoning Districts



Light Industrial (LI) Zoning District – Permitted Uses Amendment

The proposed amendment would add “wholesalers and distributors” as a permitted use in the Light Industrial (LI) zoning district. According to the LDC, “wholesalers and distributors” is defined as, “an establishment engaged in the storage, wholesale, and distribution of manufactured products, supplies, and equipment, and incidental retail sales, exclusive of bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions.” The properties in the City that are currently zoned LI are in or adjacent to the Eastport Business Park and a small area near the intersection of City Center Drive and Herbert Street (see Figure 5). In addition to Light Industrial (LI) zoned land, the proposed amendment would also apply to any other zoning district that allows for uses that are permitted in the Light Industrial District, such as the Workplace District within the Planned Community – Agricultural (PC-A) zoning district and Lots 15 and 17 in the Crystal Lake Planned Unit Development.

Figure 5. Light Industrial (LI) Zoning Districts



Wholesalers and distributors is currently listed as a permitted use in the Commercial Industrial (CI) and Ridgewood Development (RD) zoning districts. According to the LDC, the intent of the LI zoning district is to provide development for limited industrial operations engaged in the fabricating, repair, or storage of manufactured goods, where no objectionable by-products of the activity (such as odors, smoke, dust, refuse, electromagnetic interference, noise in excess of that customary to loading, unloading, and handling of goods and materials) are noticeable beyond the lot on which the facility is located.

The proposed amendment is intended to assist in attracting businesses to the Eastport Business Park and other areas in the city zoned LI. Because the Light Industrial (LI) Zoning District is intended to allow for more intense uses when compared to the Commercial Industrial (CI) and Ridgewood Development (RD) Zoning Districts, the wholesalers and distributors use is appropriate for the LI zoning district as the use does not produce objectionable by-products (odors, smoke, dust, refuse, electromagnetic interference, excessive noise) and allows for the storage and distribution of manufactured goods. The wholesalers and distributors use is also consistent with the Eastport Business Center Community Redevelopment Area (CRA) Plan for job creation, and to provide an opportunity for businesses to expand or relocate in Port Orange.

RECOMMENDATION

Staff recommends approval of the amendments to Chapters 13 and 17 of the Land Development Code (LDC).

ATTACHMENT

Exhibit 1: Proposed LDC Amendment to Chapters 13 and 17 (See Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (G16) Approval of Subdivision Plat for the Town West Subdivision (Case No. 21-50000003)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Subdivision Plat for the Town West Subdivision.

SUMMARY: Planning Commission Action (06/23/22): Recommended Approval (4-0)

The applicant, Jessica Gow, Cobb Cole, is requesting to subdivide ±12.41 acres into two (2) lots: Lot 1 (±1.88-acres) for a vacant commercial lot, and Lot 2 (±10.53-acres) for the 115-unit Town West Senior Living apartments, which is currently under construction. The subject property is located at the southwest corner of S. Williamson Boulevard and Town West Boulevard.



The subdivision plat has been designed according to the lot dimensional requirements of the Planned Community-Agricultural – Workplace District zoning district. The required subdivision infrastructure (water, sewer, drainage, access drives, and driveways) to serve the subdivision is currently being constructed as part of the Town West Senior Living apartments site plan (Lot 2). Therefore, no subdivision infrastructure improvements are required with the subdivision plat as all required subdivision infrastructure improvements will be built and accepted as part of the Town West Senior Living apartments site plan before the subdivision plat is recorded. Before development on Lot 1, a site plan will need to be submitted to the City and will be required to meet the standard commercial site requirements (landscape buffers, screening, architecture, infrastructure, parking, etc.) in the City's Land Development Code (LDC).

The permitted uses for the two (2) proposed lots are listed under the Planned Community-Agricultural – Workplace District zoning district in the LDC and include senior independent living communities, general retail sales and services, office/medical office, motor vehicle service stations, motor vehicle/boat storage, hotels/motels, banks, restaurants, and convenience stores with or without fuel operations. A specific use for Lot 1 is not known at this time.

The staff report is attached for more information.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Staff Report Town West Subdivision Plat	Staff Report Town West Subdivision Plat.pdf
2.	Exhibit A - Town West Plat	Exhibit A - Town West Plat.pdf

Gwen Perney	Created/Initiated - 6/24/2022
Tim Burman	Approved - 6/30/2022
Shannon Balmer	Approved - 7/7/2022
Wayne Clark	Approved - 7/11/2022
Robin Fenwick	Final Approval - 7/12/2022



STAFF REPORT

SUBDIVISION PLAT / TOWN WEST SUBDIVISION
CASE NO. 21-50000003

REQUEST:	To subdivide ± 12.41 acres into two (2) commercial lots
LOCATION:	Southwest corner of S. Williamson Boulevard and Town West Boulevard (Figure 1. Location Map)
OWNERS:	Wetherbee Partners, L.L.C and Florida PCF Investments, LLC
APPLICANT:	Jessica Gow, Cobb Cole
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
PLANNING COMMISSION:	Recommended Approval (June 23, 2022)
CITY COUNCIL:	July 19, 2022

DISCUSSION

The applicant is requesting to subdivide ± 12.41 acres located at the southwest corner of S. Williamson Boulevard and Town West Boulevard (Figure 1) into two (2) commercial lots. The subdivision plat (Exhibit A) has been designed according to the lot dimensional requirements of the Planned Community-Agriculture (PC-A) Workplace zoning district. The proposed subdivision plat will create a ± 1.88 -acre lot (Lot 1) vacant commercial outparcel (no end-user identified) and a ± 10.53 -acre lot (Lot 2) for the 115-unit Town West Senior Living apartments, which is currently under staff review (Case No. 21-80000008).

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

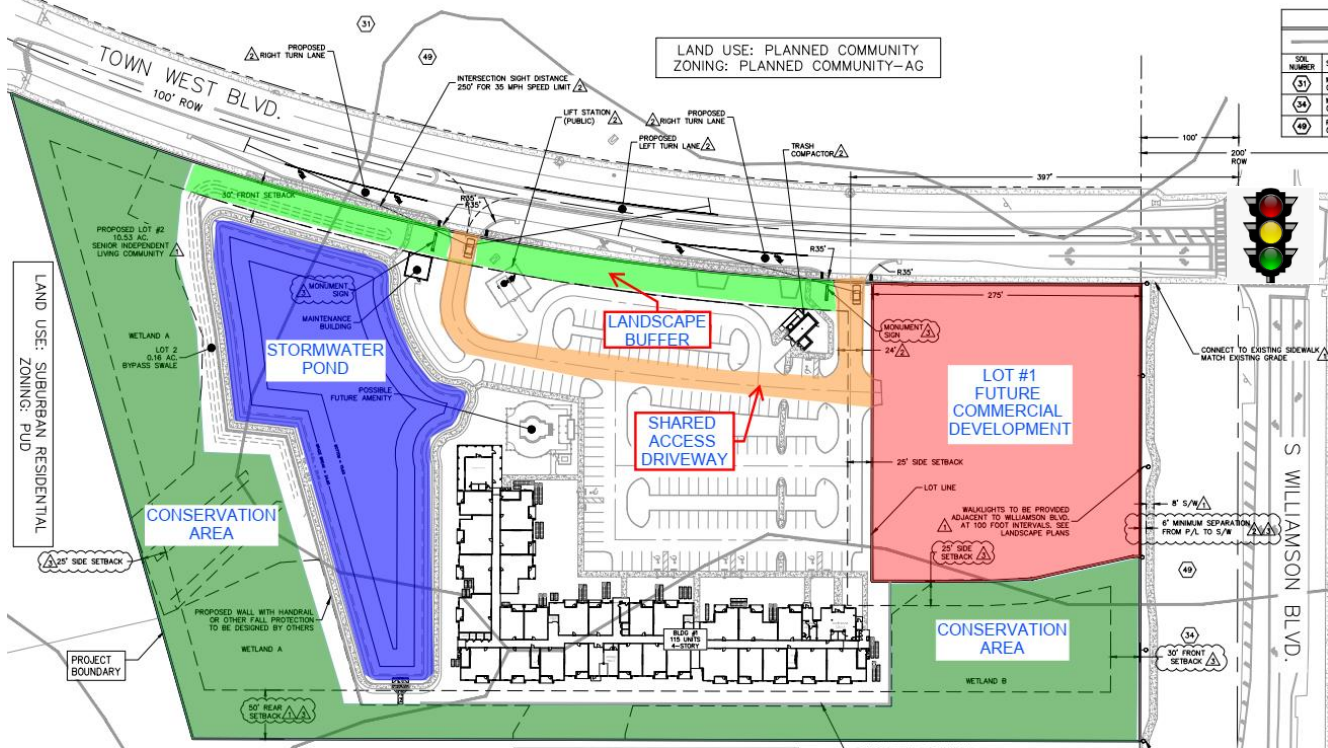
The subject property is currently zoned Planned Community-Agricultural – Workplace District. According to the Land Development Code (LDC), this zoning district supports commercial, office, industrial, senior living multi-family residential, and standard multifamily residential uses. It is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, to minimize automobile trips, and promote environmental protection.

Town West Senior Living Partners, Ltd., developer of proposed Lot 2, has submitted a site plan for the 115-unit Town West Senior Living apartments to be built on Lot 2. The Senior Living apartment development was designed to comply with the lot configuration of the proposed subdivision. There are currently no end users identified for the commercial lot (Lot 1) located along Williamson Boulevard.

The subdivision plat to subdivide the subject property has been reviewed by the Staff Development Review Committee (SDRC) and determined to be designed according to the requirements and dimensional standards of the City's Land Development Code (LDC). The required subdivision infrastructure and easements to serve the two (2) proposed lots will be constructed or provided as part of the site plan (Figure 2) for the Town West Senior Living apartments (Lot 2) and include:

- Utility infrastructure to serve the two (2) lots;
- Infill of remaining walk lights and 8' sidewalk along S. Williamson Boulevard between Town West Boulevard and Royal Palm Subdivision;
- Full-access driveway at the west end of the property on Town West Boulevard;
- Right-in/right-out driveway at the east end of the property on Town West Boulevard;
- Left turn lane into the property from Town West Boulevard at the west driveway;
- Right turn lanes into property from Town West Boulevard at the east and west driveways;
- Stormwater pond on Lot 2 that will serve as retention for both lots;
- Required access, drainage, and utility easements over the shared subdivision infrastructure that serves both lots;
- A cross-access driveway and easement between lots for vehicles and pedestrians;
- A two-foot non-vehicular access easement to restrict additional driveways onto S. Williamson Boulevard or Town West Boulevard;
- Required tree preservation area on Lot 2 for both lots; and
- Mitigation for impacts to onsite wetlands.

Figure 2. Town West Senior Living Apartment Site Plan



With the required subdivision infrastructure to serve the two (2) proposed lots being constructed as part of the site improvements for the Town West Senior Living apartments, subdivision infrastructure plans are not required with the subdivision plat. All required subdivision infrastructure improvements and easements will be built and accepted as part of the Town West Senior Living apartments (Lot 2) site plan prior to the subdivision plat being recorded.

Lot 1 will remain wooded and vacant until it is developed. Prior to development on Lot 1, a site plan will need to be submitted to the city and approved by the Staff Development Review Committee (SDRC). Any development on Lot 1 will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code. A specific use for Lot 1 is not known at this time.

CONCURRENCY REVIEW

Public facilities and services are currently available to serve the proposed two (2) commercial lots. Concurrency reviews for water, sewer, and stormwater drainage were completed during site plan review for Lot 2. Transportation Concurrency was evaluated for Lot 2 during the review of the site plan for Lot 2 and the developer of Lot 2 is required to enter into a Transportation Concurrency Fair Share Agreement with the City and Volusia County for proposed impacts to the adjacent roadway network, prior to approval of the site plan for Lot 2. Any proposed development on Lot 1 will be required to provide a traffic analysis at the time a site plan is submitted to determine the impacts by the development on the roadway network.

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed commercial subdivision is generally consistent with the Goals, Objectives, and Policies of the Comprehensive Plan and the *Planned Community-Westside* Future Land Use designation and the Planned Community Agriculture (PC-A) Workplace District zoning

designation. The City's Comprehensive Plan states that the *Planned Community-Westside* area is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, minimizes automobile trips, and promotes environmental protection. The proposed subdivision provides the necessary infrastructure and buildable land to support the uses projected to be developed in this area of the city.

RECOMMENDATION

Staff recommends approval of the Subdivision Plat for the Town West Plat, as it has been designed in accordance with the requirements of the City's Land Development Code (LDC).

ATTACHMENTS

1. Exhibit A – The Town West Plat
2. Exhibit B – Dimensional Requirements and list of Permitted Uses for PC-A Workplace District

Exhibit B
Dimensional Requirements and Permitted Uses for PC-A Workplace District
zoning district [LDC, Chapter 17, Section 29(e)]

						Minimum Building Setback (Ft.)			
District	Minimum Living Area (Sq.Ft.)	Minimum Lot Area	Minimum Lot Width (Ft.)	Maximum Building Coverage	Minimum Open Space	Front	Side	Rear	Maximum Height (Ft.)
PC-A Commercial	-	30,000 Sq. Ft.	150	35%	30%	D	20	25	60
PC-A Senior Independent Living	500	4 acres	200	30%	60%	30	25*	50	50

(D) Equal to right-of-way landscape buffer width

* 25 ft. or equal to building height, 25 ft. between buildings

Permitted uses. The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential and senior independent living community uses may be incorporated into the workplace district as detailed in subsection (c) below.

Commercial Permitted uses. Permitted uses shall be the same as for the HC and ICD zoning districts, as described in this chapter. Agricultural uses shall be permitted as provided by subsection (f) below. Residential uses shall be permitted as provided by subsection (c) below.

Highway Commercial District

Permitted uses.

- (1) Adult/vocational education.
- (2) Appliance/electronic repair shops.
- (3) Athletic/sports facilities.
- (4) Auction houses.
- (5) Banks.
- (6) Bars, lounges, and night clubs.
- (7) Boat sales.
- (8) Business services.
- (9) Commercial/industrial equipment and supplies.
- (10) Convenience stores with or without fuel operations.
- (11) Equipment rental.
- (12) Financial services.
- (13) Fleet-based services.
- (14) Fortune tellers, astrologers, and palm readers.
- (15) Furniture and appliance stores.
- (16) Game/recreation facilities.
- (17) Health/exercise clubs.
- (18) Hotels/motels.
- (19) Maintenance contractors.
- (20) Medical offices/clinics.
- (21) Mobile home sales.
- (22) Motor vehicle and boat storage facilities.
- (23) Motor vehicle sales.
- (24) Motor vehicle service centers.
- (25) Motor vehicle service stations.
- (26) Offices.

- (27) Office supplies.
- (28) Pawn shops.
- (29) Personal services.
- (30) Restaurants.
- (31) Retail home building materials.
- (32) Retail sales and services.
- (33) Tattoo establishment.
- (34) Theaters.
- (35) Truck/trailer/automobile rental.

Permitted uses with special development requirements (chapter 18, section 4).

- (1) Brewery (subsection 3.7).
- (2) Community gardens (subsection 1.5).
- (3) Craft food and beverage producer (subsection 5.15).
- (4) Laundry/dry cleaning plants (subsection 9).
- (5) Microbrewery (subsection 9.57).
- (6) Taxidermy (subsection 16).

Special exception uses (chapter 18, section 3).

- (1) Mini-warehouses (subsection 10).
- (2) Motor vehicle repair facilities (subsection 13).

Interchange Commercial Development District

Permitted uses.

- (1) Athletic/sports facilities.
- (2) Banks.
- (3) Business services.
- (4) Clubs, lodges, and fraternal organizations.
- (5) Convenience stores with or without fuel operations.
- (6) Financial services.
- (7) Fleet-based services.
- (8) Furniture and appliance stores.
- (9) Game/recreation facilities.
- (10) Health/exercise clubs.
- (11) Hotels/motels.
- (12) Medical offices/clinics.
- (13) Motor vehicle service stations.
- (14) Offices.
- (15) Office supplies.
- (16) Personal services.
- (17) Restaurants.
- (18) Retail home building materials.
- (19) Retail nurseries and garden supplies.
- (20) Retail sales and services.
- (21) Tattoo establishment.
- (22) Theaters.
- (23) Veterinary clinics.

Permitted uses with special development requirements (chapter 18, section 4).

- (1) Brewery (subsection 3.7).
- (2) Child care centers (subsection 4).
- (3) Craft food and beverage producer (subsection 5.15).
- (4) Community gardens (subsection 5.1).
- (5) Microbrewery (subsection 9.57).
- (6) Office/warehouse facilities (subsection 12.2).

Special exception uses (chapter 18, section 3).

- (1) Bars, lounges, and night clubs (subsection 3).
- (2) Mini-warehouses (subsection 10.5).
- (3) Motor vehicle repair facilities (subsection 13).
- (4) Truck stops (subsection 21).

Residential Permitted uses.

- (a) Multifamily dwelling (16 units per gross acre maximum allowable density).
- (b) Senior independent living community (12 units per gross acre maximum allowable density).

Prohibited uses.

- (a) Camouflaged and monopole communications towers.
- (b) Guyed and lattice communication towers.
- (c) Mobile home and manufactured home units.
- (d) Single-family dwellings.
- (e) Duplex units.
- (f) Triplex units.

Special restrictions. In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to 13 percent of the overall workplace district land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles traveled, thereby reducing the energy consumption within the district. Senior independent living communities shall be limited to 4 percent of the overall Workplace District land area.

TOWN WEST

A PORTION OF LAND WITHIN SECTION 13 TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

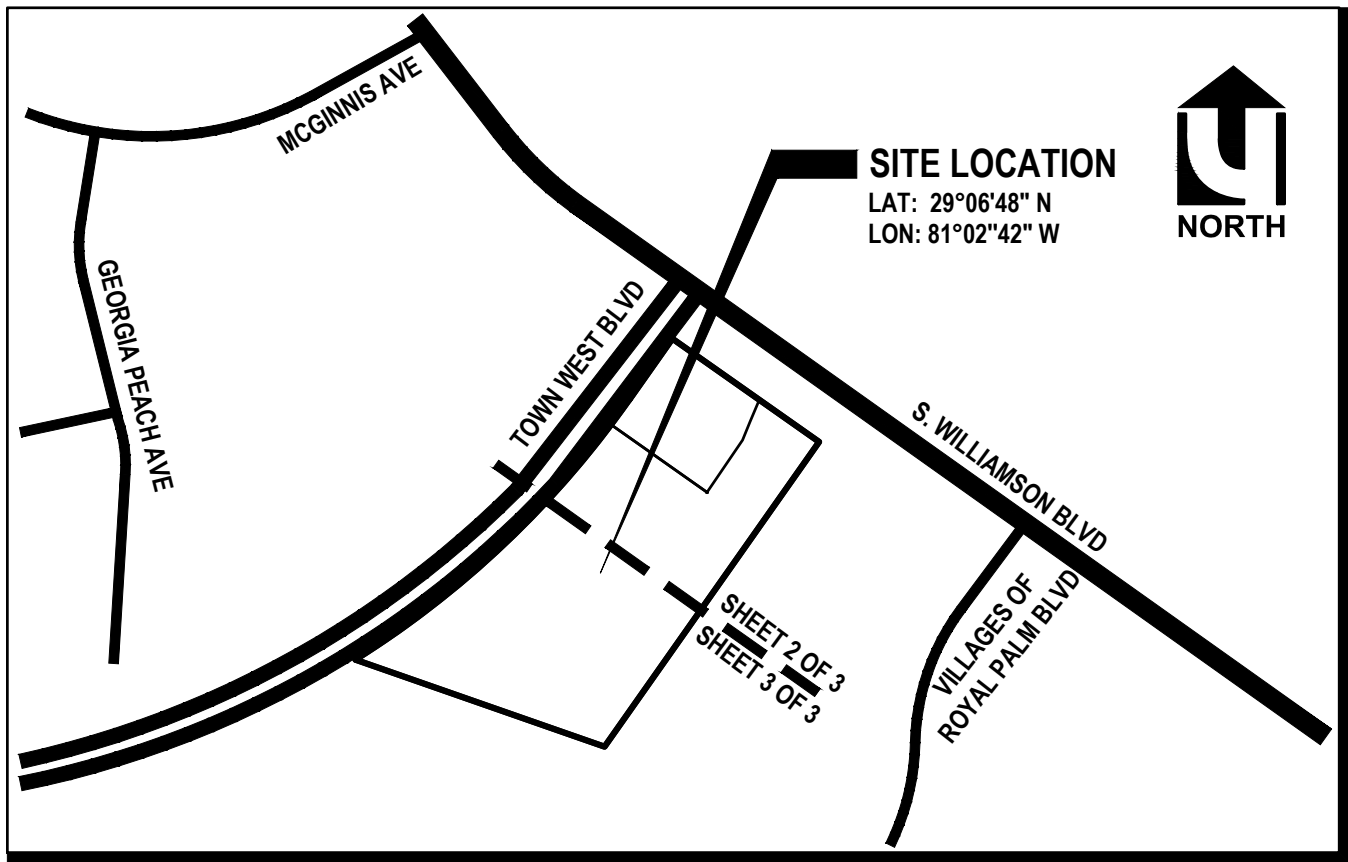
1. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
2. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE $39.37122-3.280833333333333$ EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENSEMANN NETWORK (A TOPNET GNSS NETWORK). AS A REFERENCE FOR THIS SURVEY, ALONG THE RIGHT-OF-WAY LINE OF S. WILLIAMSON BLVD. HAS A BEARING OF (S 54°51'43" E).
4. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS, FIBER OPTIC, SECURITY, AND NATURAL GAS.
6. ALL PLATTED UTILITY EASEMENTS SHOWN ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
7. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
8. MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A "P.R.M." OR "P.C.P." IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.09(19).
9. THE PROPERTY IS SUBJECT TO THE ASSIGNMENT OF DEVELOPMENT RIGHTS AND PERMITS AS RECORDED IN OFFICIAL RECORDS BOOK 8199, PAGE 1521, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
10. THE PROPERTY IS SUBJECT TO THE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5528, PAGE 680, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
11. THE PROPERTY IS SUBJECT TO THE DECLARATION OF RECIPROCAL ACCESS AND STORMWATER EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8199, PAGE 1507, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. THE PROPERTY IS SUBJECT TO THE DEED RESTRICTIONS AS DESCRIBED IN THE "SENIOR HOUSING RESTRICTIVE COVENANT" RECORDED IN OFFICIAL RECORDS BOOK 8216 PG 983, THE FIRST AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 8251, PAGE 3351 AND SECOND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 8276 PG 2454, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THE PROPERTY IS SUBJECT TO MEMORANDUM OF GROUND LEASE RECORDED IN OFFICIAL RECORDS BOOK 8229, PG 4510, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. THE PROPERTY IS SUBJECT TO LAND USE RESTRICTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8229, PAGE 4515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
18. THE PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATION OF EASEMENTS INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12 FEET WIDE.
19. IN THE EVENT THAT LOT 2 CEASES TO OPERATE AS A SENIOR INDEPENDENT LIVING COMMUNITY, AS DEFINED IN THE LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA, SAID LOT MAY BE REDEVELOPED IN ACCORDANCE WITH THE CITY'S THEN-CURRENT ZONING REGULATIONS.
20. THE OWNER OF LOT 2 ITS SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE RESPONSIBLE PARTY, SUCCESSOR AND ASSIGNS IN INTEREST FAIL, TO PERFORM THE MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM, THE CITY OF PORT ORANGE SHALL BE ENTITLED BUT NOT OBLIGATED TO ENTER UPON THE STORMWATER MANAGEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES, AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IF THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS FAIL TO MEET ITS RESPONSIBILITIES FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM, THE RESPONSIBILITY WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY THAT COMPLIES WITH SECTION 40C-42.027, F.A.C. AND APPROVED BY SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
21. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF ALL THE ENTITIES/ LANDOWNER(S), THE WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

DESCRIPTION:

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 S. 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°08'17" WEST ALONG THE BOUNDARY LINE OF THE AFORESAID "ROYAL PALM P.U.D. PHASE 1", A DISTANCE OF 970.65 FEET; THENCE NORTH 70°44'11" 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°44'11" 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 TOWN WEST BOULEVARD, 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 A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2500.00 FEET, A CENTRAL ANGLE OF 22°41'22", A CHORD BEARING NORTH 46°28'58" EAST, 983.56 FEET, FOR AN ARC LENGTH OF 990.02 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG THE AFORESAID EAST LINE OF THE COLLECTOR ROAD EXTENSION, NORTH 35°08'17" EAST A DISTANCE OF 194.21 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF S. WILLIAMSON BOULEVARD; THENCE SOUTH 54°51'43" EAST ALONG THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF S. WILLIAMSON BOULEVARD, A DISTANCE OF 467.28 FEET TO THE POINT OF BEGINNING.

PLATTED AREA = 12.408 ± ACRES



LOCATION MAP

SCALE 1" = 500'

LEGEND:

- SET 4" CONCRETE MONUMENT "PRM" LB 3612
- ▣ FD 4" CONCRETE MONUMENT "PRM" LB 3019
- ⊙ SET PARKER KALON NAIL & DISK "PRM" LB 3612

CA CENTRAL ANGLE
CH CHORD LENGTH
CHB CHORD BEARING
FD FOUND
INC INCORPORATED
L LENGTH
LB LICENSED BUSINESS
LC LICENSED CORPORATION
MB MAP BOOK
No. NUMBER
NR NON-RADIAL
ORB OFFICIAL RECORDS BOOK
(P) PER PLAT IN MAP BOOK 50, PAGES 24-27
PG PAGE
PKD PARKER KALON NAIL & DISK
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR & MAPPER
R RADIUS
R/W RIGHT-OF-WAY
----- RIGHT-OF-WAY LINE
----- EXISTING EASEMENT LINE



CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

MAP BOOK:

PAGE:

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER(S), IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "TOWN WEST", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED, THE PUBLIC UTILITY AND DRAINAGE, CONSERVATION, AND NON-VEHICULAR ACCESS EASEMENTS AS SHOWN AND/OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, HEREBY GRANTED TO THE CITY OF PORT ORANGE, FLORIDA. ACCESS FOR INGRESS AND EGRESS OVER AND ACROSS ALL DRIVE ABLES AND ROADWAYS ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES. IN WITNESS THEREOF, THE UNDERSIGNED OWNER(S) HERETO SET THEIR HAND AND SEAL ON _____

WITNESSES: _____ OWNER: WETHERBEE PARTNERS, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY
BY: _____
NAME: _____ BY: _____
PAUL M. MISSIGMAN
MANAGER
BY: _____
NAME: _____
STATE OF FLORIDA, COUNTY OF _____
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID,
BY MEANS OF [] PHYSICAL APPEARANCE OR [] ONLINE NOTARIZATION,
ON THIS _____ DAY OF _____, 2022, BY _____
AS _____ OF WETHERBEE PARTNERS, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY
HE / SHE (IS PERSONALLY KNOWN TO ME) OR (HAS PRODUCED _____ AS IDENTIFICATION)
AND (DID) OR (DID NOT) TAKE AN OATH.

NOTARY PUBLIC
NAME: _____
COMMISSION No. _____
MY COMMISSION EXPIRES: _____

WITNESSES: _____ OWNER: FLORIDA PCF INVESTMENTS, LLC.,
A FLORIDA LIMITED LIABILITY COMPANY
BY: _____
NAME: _____ BY: _____
JOHN HINTON
MANAGING MEMBER
BY: _____
NAME: _____
STATE OF FLORIDA, COUNTY OF _____
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID,
BY MEANS OF [] PHYSICAL APPEARANCE OR [] ONLINE NOTARIZATION,
ON THIS _____ DAY OF _____, 2022, BY _____
AS _____ OF FLORIDA PCF INVESTMENTS, LLC.,
A FLORIDA LIMITED LIABILITY COMPANY
HE / SHE (IS PERSONALLY KNOWN TO ME) OR (HAS PRODUCED _____ AS IDENTIFICATION)
AND (DID) OR (DID NOT) TAKE AN OATH.

NOTARY PUBLIC
NAME: _____
COMMISSION No. _____
MY COMMISSION EXPIRES: _____

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "TOWN WEST", WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____.

BY: _____ DATE: _____
CHAIRMAN, PORT ORANGE
PLANNING COMMISSION

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

PRINT: _____
SIGNED: _____ PSM No: _____ DATE: _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING A LICENSED AND PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "TOWN WEST", WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

UPHAM, INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FLORIDA 32174
www.uphaminc.com
PHONE: (386) 672-9515
LICENSED BUSINESS No. 3612
meawad@uphaminc.com

SIGNED: _____ DATE: _____
MICHAEL E. AWAD (LICENSE No. 5574)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
FIRM CERTIFICATE AUTHORIZATION NUMBER LB 3612

SHEET 1 OF 3

TOWN WEST

A PORTION OF LAND WITHIN SECTION 13 TOWNSHIP 16 SOUTH,
RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
2. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.3712-3.2806333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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4. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS, FIBER OPTIC, SECURITY, AND NATURAL GAS.
6. ALL PLATTED UTILITY EASEMENTS SHOWN ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
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8. MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A "P.R.M." OR "P.C.P." IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.09(19).
9. THE PROPERTY IS SUBJECT TO THE ASSIGNMENT OF DEVELOPMENT RIGHTS AND PERMITS AS RECORDED IN OFFICIAL RECORDS BOOK 8199, PAGE 1521, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
10. THE PROPERTY IS SUBJECT TO THE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5528, PAGE 689, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
11. THE PROPERTY IS SUBJECT TO THE DECLARATION OF RECIPROCAL ACCESS AND STORMWATER EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8199, PAGE 1507, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. THE PROPERTY IS SUBJECT TO THE DEED RESTRICTIONS AS DESCRIBED IN THE "SENIOR HOUSING RESTRICTIVE COVENANT" RECORDED IN OFFICIAL RECORDS BOOK 8216 PG 583, THE FIRST AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 8251, PAGE 3331 AND SECOND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 8276 PG 2454, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THE PROPERTY IS SUBJECT TO MEMORANDUM OF GROUND LEASE RECORDED IN OFFICIAL RECORDS BOOK 8229, PG 4510, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. THE PROPERTY IS SUBJECT TO LAND USE RESTRICTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8229, PAGE 4515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
15. THE PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATION OF EASEMENTS INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12 FEET WIDE.
16. IN THE EVENT THAT LOT 2 CEASES TO OPERATE AS A SENIOR INDEPENDENT LIVING COMMUNITY, AS DEFINED IN THE LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA, SAID LOT MAY BE REDEVELOPED IN ACCORDANCE WITH THE CITY'S THEN-CURRENT ZONING REGULATIONS.
17. THE OWNER OF LOT 2 ITS SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE RESPONSIBLE PARTY, SUCCESSOR AND ASSIGNS IN INTEREST FAIL TO PERFORM THE MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM, THE CITY OF PORT ORANGE SHALL BE ENTITLED BUT NOT OBLIGATED TO ENTER UPON THE STORMWATER MANAGEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES; AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IF THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS FAIL TO MEET ITS RESPONSIBILITIES FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM, THE RESPONSIBILITY WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY THAT COMPLIES WITH SECTION 40C-42.027, F.A.C. AND APPROVED BY SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
18. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF ALL THE ENTITIES' LANDOWNERS, THE WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

LEGEND:

■	SET 4" CONCRETE MONUMENT "PRM" LB 3612	No.	NUMBER
□	FD 4" CONCRETE MONUMENT "PRM" LB 3019	NR	NON-RADIAL
○	SET PARKER KALON NAIL & DISK "PRM" LB 3612	ORB	OFFICIAL RECORDS BOOK
CA	CENTRAL ANGLE	(P)	PER PLAT IN MAP BOOK 50, PAGES 24-27
CH	CHORD LENGTH	PG	PAGE
CHB	CHORD BEARING	PKD	PARKER KALON NAIL & DISK
FD	FOUND	PRM	PERMANENT REFERENCE MONUMENT
INC	INCORPORATED	PSM	PROFESSIONAL SURVEYOR & MAPPER
L	LENGTH	R	RADIUS
LB	LICENSED BUSINESS	R/W	RIGHT-OF-WAY
LC	LICENSED CORPORATION	---	RIGHT-OF-WAY LINE
MB	MAP BOOK	---	EXISTING EASEMENT LINE



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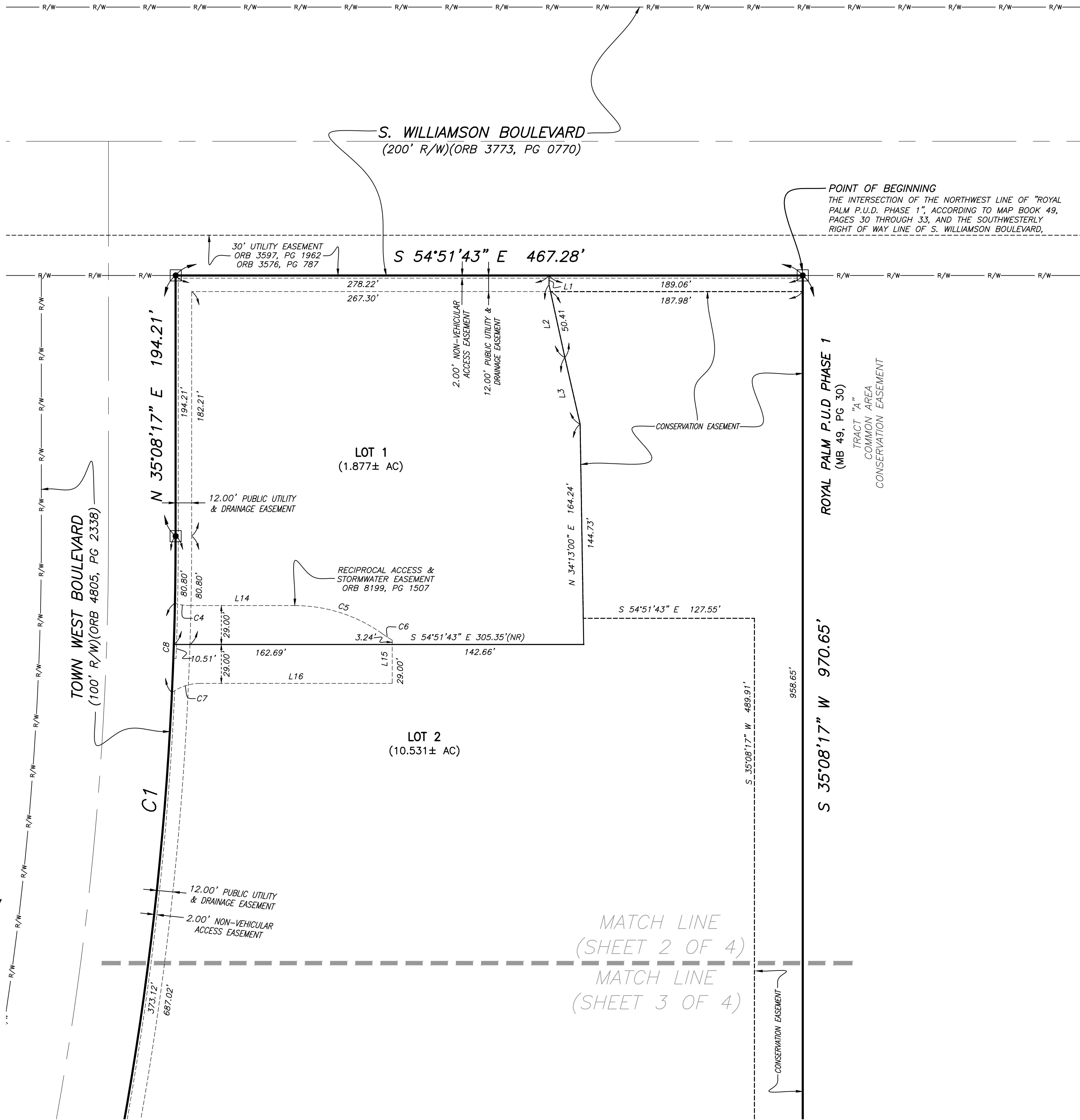
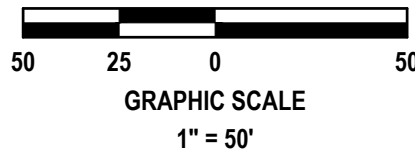
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LB # 0003612 LC # 0000357

MAP BOOK:

PAGE:



SHEET 2 OF 3

TOWN WEST

A PORTION OF LAND WITHIN SECTION 13 TOWNSHIP 16 SOUTH,
RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

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2. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE $39.3712 \div 3.280833333333$ EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK (A TOPNET GNSS NETWORK). AS A REFERENCE FOR THIS SURVEY, ALONG THE RIGHT-OF-WAY LINE OF S. WILLIAMSON BLVD. HAS A BEARING OF (S 54°51'43" E).
4. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS, FIBER OPTIC, SECURITY, AND NATURAL GAS.
6. ALL PLATTED UTILITY EASEMENTS SHOWN ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
7. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON, THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
8. MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A "P.R.M." OR "P.C.P." IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.09(9).
9. THE PROPERTY IS SUBJECT TO THE ASSIGNMENT OF DEVELOPMENT RIGHTS AND PERMITS AS RECORDED IN OFFICIAL RECORDS BOOK 8199, PAGE 1521, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
10. THE PROPERTY IS SUBJECT TO THE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5528, PAGE 680, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
11. THE PROPERTY IS SUBJECT TO THE DECLARATION OF RECIPROCAL ACCESS AND STORMWATER EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8199, PAGE 1507, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. THE PROPERTY IS SUBJECT TO THE DEED RESTRICTIONS AS DESCRIBED IN THE "SENIOR HOUSING RESTRICTIVE COVENANT" RECORDED IN OFFICIAL RECORDS BOOK 8216 PG 583, THE FIRST AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 8251, PAGE 3351 AND SECOND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 8276 PG 2454 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THE PROPERTY IS SUBJECT TO MEMORANDUM OF GROUND LEASE RECORDED IN OFFICIAL RECORDS BOOK 8229, PG 4510, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. THE PROPERTY IS SUBJECT TO LAND USE RESTRICTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8229, PAGE 4515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
15. THE PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATION OF EASEMENTS INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12 FEET WIDE.
16. IN THE EVENT THAT LOT 2 CEASES TO OPERATE AS A SENIOR INDEPENDENT LIVING COMMUNITY, AS DEFINED IN THE LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA, SAID LOT MAY BE REDEVELOPED IN ACCORDANCE WITH THE CITY'S THEN-CURRENT ZONING REGULATIONS.
17. THE OWNER OF LOT 2 ITS SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE RESPONSIBLE PARTY, SUCCESSOR AND ASSIGNS IN INTEREST FAIL TO PERFORM THE MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM, THE CITY OF PORT ORANGE SHALL BE ENTITLED BUT NOT OBLIGATED TO ENTER UPON THE STORMWATER MANAGEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES; AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IF THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS FAIL TO MEET ITS RESPONSIBILITIES FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM, THE RESPONSIBILITY WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY THAT COMPLIES WITH SECTION 40C-42.027, F.A.C. AND APPROVED BY SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
18. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF ALL THE ENTITIES/ LANDOWNER(S), THE WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

LEGEND:

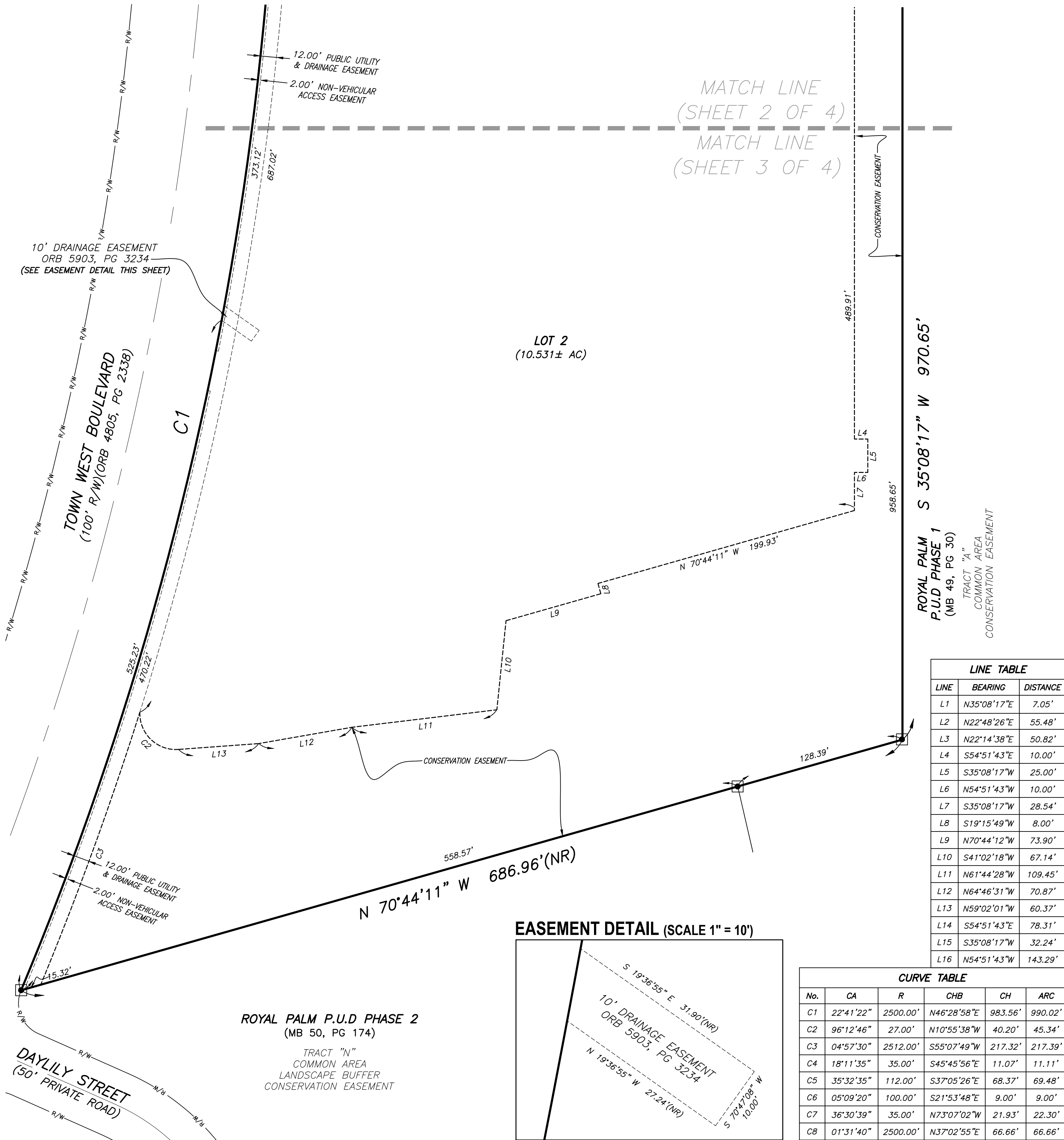
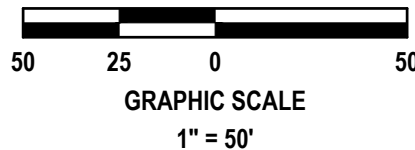
- SET 4" CONCRETE MONUMENT "PRM" LB 3612
- FD 4" CONCRETE MONUMENT "PRM" LB 3019
- SET PARKER KALON NAIL & DISK "PRM" LB 3612
- CA CENTRAL ANGLE
- CH CHORD LENGTH
- CHB CHORD BEARING
- FD FOUND
- INC INCORPORATED
- L LENGTH
- LB LICENSED BUSINESS
- LC LICENSED CORPORATION
- MB MAP BOOK

- No. NUMBER
- NR NON-RADIAL
- ORB OFFICIAL RECORDS BOOK
- (P) PER PLAT IN MAP BOOK 50, PAGES 24-27
- PG PAGE
- PKD PARKER KALON NAIL & DISK
- PRM PERMANENT REFERENCE MONUMENT
- PSM PROFESSIONAL SURVEYOR & MAPPER
- R RADIUS
- R/W RIGHT-OF-WAY
- R/W — RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE

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MAP BOOK:

PAGE:



SHEET 3 OF 3



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/19/2022

SUBJECT: (H17) First Reading - Ordinance No. 2022-20 - Amending Chapter 2, Article VI, Division 3, Relating to Submission of Budget

DEPARTMENT: Finance

GOAL: Goal 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-20, amending Chapter 2, Article VI, Division 3, Relating to Submission of Budget.

SUMMARY: The proposed ordinance amends the Code of Ordinances CHAPTER 2, ARTICLE VI, DIVISION 3, relating to the submission of the budget and the contents relating to the submission requirements for the annual budget and amendment authority of the overall budget.

It amends the following:

1. SECTION 2-291 RELATING to the timing requirements of the budget submission to the City Council.

This section moves the date to when the City Manager submits the proposed budget and all supporting capital improvement and capital outlay documentation from August 1 to on or before September 1. This gives staff more flexibility after the conclusion of the budget workshops and the maximum millage meeting to make all necessary changes to the proposed budget before submittal to the City Council. The proposed new date is a typical timeline for Florida communities.

2. SECTIONS 2-293, 2-295, 2-296, and 2-298 relating to the content requirements of the budget submission to the City Council.

City staff works with the departments to develop a five-year capital improvement plan (CIP) that is reviewed and discussed with City Council during several budget workshops throughout the budget process that is approved by the City Council annually. The State has no requirement for the Capital Improvement Plan to be developed and approved separately from the municipal budget process that is required by state statute as part of the Truth in Millage (TRIM) process. Additionally, aligning this with the budget process, the CIP is approved based on funding availability when the final budget document is approved by Council. This requires two public hearings conducted in September and approved by a resolution of the City Council. This section would remove the requirement of providing a separate capital improvement plan document and incorporate it into the overall city-wide budget, budget document, and adoption process.

3. SECTIONS 2-297 related to making the budget submission to City Council more efficient by removing redundant and obsolete sections.

The current ordinance has four key areas that explain how the city is to handle federal awards: the budget hearing, documentation and record-keeping, publication and public inspection requirements, and adoption and amendment by resolution. Since this ordinance was adopted, there have been several changes to the code of federal regulations regarding federal awards. Each federal award that the city receives typically has different requirements for advertisement, public hearing, record keeping, etc. based on the awarding federal agency that the city is required to follow. Removing this section reduces redundancy and conflict between the various federal award requirements and our city ordinance.

4. SECTION 2-299 related to the authority of amendments by the City Council and City Manager.

This clarifies City Manager and City Council authority for budget amendments. This clarifies that the City Manager has authority for budget adjustments within a fund and that only the City Council may make changes between funds and increase or decrease the fund's overall budget. This removes the dated and obsolete language related to the use of "department/programs" versus state law, which currently uses the term "fund". This also clarifies that the City Council must make all year-end budget adjustments within 60 days after the fiscal year's end. All changes to this section are in accordance with state law, particularly as it relates to municipal budget requirements, which are found in Florida Statute Sec. 166.241(7).

All of the proposed amendments provide for a more efficient budget and appropriations process consistent with state law for our budget process.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Ordinance No. 2022-20	Ord. No. 2022-20 Amendment to Ch 2 Finance .pdf
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Robin Fenwick	Created/Initiated - 6/29/2022
John McKinney	Approved - 7/7/2022
Shannon Balmer	Approved - 7/7/2022
Wayne Clark	Approved - 7/14/2022
Robin Fenwick	Final Approval - 7/14/2022

ORDINANCE NO. 2022-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 2, ARTICLE VI, DIVISION 3, RELATING TO SUBMISSION OF BUDGET AND CONTENTS THEREOF, AMENDING SECTION 2-291 RELATING TO THE TIMING REQUIREMENTS OF THE BUDGET SUBMISSION TO CITY COUNCIL; AMENDING SECTIONS 2-293 AND 2-295 RELATING TO THE CONTENT REQUIREMENTS OF THE BUDGET SUBMISSION TO CITY COUNCIL; REMOVING SECTIONS 2-296 AND 2-297 RELATED TO THE BUDGET SUBMISSION TO CITY COUNCIL BY REMOVING REDUNDANT AND OBSOLETE SECTIONS; AMENDING SECTION 2-298 BY REMOVING REDUNDANT AND OBSOLETE LANGUAGE; AMENDING SECTION 2-299 BY UPDATING THE LANGUAGE RELATED TO BUDGET AMENDMENT AUTHORITY CONSISTENT WITH STATE LAW; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that the proposed amendments relating to the submission requirements for the annual budget and amendment authority of said budget will provide for a more efficient budget and appropriations process consistent with state law; 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 ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends the Code of Ordinances, Chapter 2, Article VI, to clarify the timing and required contents of the budget submitted to City Council to read as follows:

Chapter 2 Administration, Article VI Finance

DIVISION 3 - BUDGETS AND APPROPRIATIONS

Sec. 2-291. Manager to submit budget and budget message.

On or before ~~August~~September 1 of each year, the city manager shall submit to the city council a budget for the ensuing fiscal year and an accompanying message.

[No change to Sec. 2-292. Contents of budget message.]

Sec. 2-293. Contents, form of budget.

The budget shall provide a complete financial plan of all city funds and activities, including a five-year capital improvement plan budget (CIP), for the ensuing fiscal year and, except as required by law, shall be in such form as the city manager deems desirable or the city council may require. In organizing the budget the city manager shall utilize the most feasible combination of expenditure classification by fund, organization unit, program, purpose or activity, and object. It shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate proposed expenditures for current operations during the ensuing fiscal year, detailed by departments in terms of their major expenditure classification and their respective work programs, and the method of financing such expenditures. The total of proposed expenditures shall not exceed the total of estimated income, prior year balances and appropriations from surplus.

[No change to Sec. 2-294. City council action on budget.]

Sec. 2-295. Capital budget.

- (a) *Submission to council.* As part of the overall city budget, ~~the city manager shall prepare and submit to the city council a five-year capital improvement plan budget (CIP) at least three months prior to the final date for submission of the budget.~~

(b) *Contents.* The capital budget shall include:

- (1) A clear general summary of its contents.
- (2) A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements.
- (3) Cost estimates, method of financing and recommended time schedules for each such improvement.
- (4) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

~~Sec. 2-296. Council action on capital budget.~~

(a) ~~*Notice and hearing.*~~ The city clerk shall publish in one or more newspapers of general circulation in the city the general summary of the capital program and a notice stating:

- (1) ~~The times and places where copies of the capital budget are available for inspection by the public.~~
- (2) ~~The time and place, not more than two weeks after such publication, for a public hearing on the capital program.~~

(b) ~~*Adoption.*~~ The city council by resolution shall adopt the capital improvement plan with or without amendment after the public hearing and on or before August 15 of the current fiscal year.

~~Sec. 2-297. Federal revenue sharing budget.~~

The federal revenue sharing budget of the city shall be adopted according to the following procedure and such other procedures as mandated by the terms of the federal revenue sharing program. In the event of any conflict between this section and the requirements mandated by the federal revenue sharing program the latter shall apply.

(1) ~~*Budget hearing.*~~ The city council shall have at least one public hearing on revenue sharing funds prior to adopting the budget. The hearing shall be held at a date, place and time to permit and encourage public attendance and participation. Citizens shall be given a reasonable opportunity during the hearing to ask questions concerning the entire budget and the relationship of revenue sharing funds to that budget, as well as to express their views either verbally or in writing. At least ten days prior to the budget hearing, the proposed uses of revenue sharing funds, a summary of the entire proposed budget, and notice of the time and place of the hearing must be published in at least one newspaper of general circulation. This material must also be available for public inspection.

(2) ~~*Documentation and record keeping.*~~ Minutes and tapes of the budget hearing should be maintained for a period of no less than three years in the event that a question is raised regarding compliance with these requirements.

(3) ~~*Publication, publicity and public inspection requirements:*~~

a. ~~*Budget hearing.*~~ The budget hearing notice shall contain the following:

1. ~~Date, time and place of public hearing.~~
2. ~~The right of citizens attending the hearing to provide written and oral comments and to ask questions regarding the entire budget and the relationship of revenue sharing to the entire budget.~~
3. ~~The proposed use of revenue sharing funds in context to the budget.~~
4. ~~A summary of the entire proposed budget.~~

5. ~~The location where the above information, including a copy of the entire proposed budget, is available for public inspection.~~
- b. ~~Publication requirements after budget adoption.~~ Within 30 days after the adoption of the budget, a summary of the adopted budget showing the intended use of revenue sharing funds must be available for public inspection and notice of its availability must be published in a newspaper of general circulation.
- c. ~~Use report publication requirements.~~ A notification that the use report is available for public inspection must be published in a local newspaper of general circulation. The notification must specify the location and hours during which the report and supporting documents are available to the public. A copy of the use report and documentation to support it is to be available for public inspection within ten days after the report is filed.
- (4) ~~Adoption and amendment by resolution.~~ The revenue sharing budget shall be adopted by resolution of the city council after compliance with the foregoing requirements. Amendments to the revenue sharing budget shall be by resolution of the city council after compliance with requirements mandated by the federal revenue sharing program, if any. Sec. 2-298. Availability of budgets as public records.

Copies of the annual budget and the capital budget as adopted shall be public records and shall be made available for review by the public at the office of the city clerk. Copies of the annual budget and the capital budget may also be offered for sale at cost to interested persons.

Sec. 2-298. Availability of budgets as public records.

Copies of the annual budget and the capital budget as adopted shall be public records and shall be made available for review by the public at the office of the city clerk. Copies of the annual budget and the capital budget may also be offered for sale at cost to interested persons.

Sec. 2-299. Amendments after adoption.

[No changes to subsections (a) thru (c).]

(d) *Transfer of appropriations.* At any time during the fiscal year or within 60 days following the end of the fiscal year, the city manager may transfer part or all of any unencumbered appropriations balance ~~among programs~~ within a ~~department fund~~. The city council may by resolution transfer part or all of any unencumbered appropriation balance from one ~~department fund~~ to another in accordance with state law.

[No change to remaining subsections of Sec. 2-299.]

[No change to the remaining sections of Division 3.]

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4: The provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Port Orange, Florida and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5: This Ordinance shall take effect 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