



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 21, 2023

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 John Mazza of Family Worship Center
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. February 7, 2023 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval to award ITB #22-10 for Water Reclamation Facility East Master Lift Station Upgrades to McMahan Construction Company
 - b. Approval to award ITB #22-15 for Chemical Tank Replacements at Water Treatment Facilities to Odyssey Manufacturing Company
 - c. Approval to award ITB #22-16 to Scotty Boy Landscaping for the Facility Landscape Maintenance Services
 - d. Approval of Task Authorization No. 4 under the Master Contract for Professional Engineering Services with Mead & Hunt for Public Utilities and Environmental Services (CA7763) for Consent Order OCG No. 21-0734 Immediate Corrective Action Plan Inflow & Infiltration (I&I) Abatement
 - e. Approval of Task Authorization No. 6 with Kimley Horn - Construction Administration services for the WRF East Master Lift Station Upgrades
 - f. Approval of the Port Orange Community Trust Agreement

8. Resolution No. 23-05 - Reimbursement Resolution for Water Reclamation Facility East Master Lift Station Upgrades
9. Resolution No. 23-06 - FY2021 Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$9,401.00 from the Florida Department of Law Enforcement for Radar and Speed Measurement Program
10. Resolution No. 23-11 - Calling for a Primary and Special Election to elect a Council Member for District 2 and providing for qualifying dates
11. Approval of Major Special Event Request from Giuseppe's Steel City Pizza at 3658 Nova Road for Bike Week
12. Approval of Major Special Event Request for The Doghouse Bar and Grill at 3400 S. Nova Road for Bike Week
13. Approval to submit the proposed project list for the River To Sea TPO 2023 Transportation Improvement Program Priority List
14. Approval of Pioneer Arms Corp Economic Incentive Agreement - Ch. 20 Targeted Business

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

D. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

E. SPECIAL REPORTS

16. Port Orange Community Trust Annual Report

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

17. Citizen Advisory Committee for TPO

G. PUBLIC HEARING

18. First Reading - Ordinance No. 2023-01 - Rezoning/662 Herbert Street (Case No. REZONING-22-0001)

H. REGULAR AGENDA

19. Approval of Major Special Event Request for Daytona's Original First Turn at 5164, 5204, and 5236 South Ridgewood Avenue for Bike Week
20. Appointment of an Interim Council Member for District 2

I. ADDITIONAL ITEMS

21. City Attorney
22. City Manager

J. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. 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
FEBRUARY 7, 2023

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

Invocation by Father Matt Mello of Our Lady of Hope Catholic Church

Pledge of Allegiance

Roll Call	Present:	Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Don Burnette
	Also Present:	City Manager, Wayne Clark City Attorney, Matt Jones Assistant City Clerk, Tracee Cody

RECOGNITION AND PROCLAMATIONS

4. Volusia County Teacher of the Year - Vonda Morris

Volusia County Schoolboard Representative for District 2, Anita Burnette, introduced Vonda Morris. Mayor Don Burnette presented a certificate of recognition to Volusia County Teacher of the Year Vonda Morris. Ms. Morris is a teacher at Spruce Creek High School.

5. Fire Department Recognition of Gregg Bastian

Division Chief of Fire Operations Joe Meeske described Gregg Bastian's quick actions taken on Christmas morning that helped a neighbor realize their house was on fire and getting it put out.

Councilman Drew Bastian presented a certificate of recognition to retired Port Orange Fire Lieutenant Gregg Bastian for going above and beyond in his neighbor's time of need.

CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only

There were none.

7. Agenda Approval

There were no changes requested by Council.

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

8. Approval of Minutes
 - a. January 17, 2023 - Regular City Council Meeting
 - b. January 19, 2023 - Town Hall Meeting
 - c. January 24, 2023 - City Council Workshop
9. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 3 to Mead & Hunt, Inc. under the Master Contract for Professional Engineering Services for Public Utilities and Environmental Services CA7761 for Consent Order OCG No. 21-0734 Compliance Plan Phase III Reclaimed Water Reservoir Improvements
 - b. Waiver of bidding requirements for sports officials/umpires
10. Resolution No. 23-09 - Approval of First Quarter Budget Amendments for Fiscal Year 2022-2023
11. Approval of Proportionate Fair-Share Agreement for Hampton Manor Site Plan (Case No. 22-80000005)
12. Approval of Memorandum of Understanding (MOU) with the International Association of Firefighters (IAFF)

Motion to approve the Consent Agenda as presented was made by Vice Mayor Reed Foley and Seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Mike Mellon and Matt Fischer, residents of the Harbor Oaks subdivision, expressed their concerns about needing traffic calmers/speed tables on East Bayshore Drive, Main Street, and Riverside Drive in their community. They originally spoke to Council in October and have now presented petitions signed by neighbors in support.

Robert Reinhausen, resident, expressed his thoughts on the American Rescue Plan Act discussion from the Council Workshop and the rules of the Davis-Bacon Act and the new Build-America, Buy American Act.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Vice Mayor Reed Foley spoke further about the speed tables in Harbor Oaks and asked the City Manager, Wayne Clark, for an update on possible options. Mr. Clark explained that once the traffic study is completed, City staff could then present options to Council. Currently, the City Ordinance prohibits speed bumps; however, there are other designs and ways to slow traffic down that wouldn't require an Ordinance change. Vice Mayor Reed Foley congratulated Vonda Morris and Gregg Bastian for receiving their recognition.

Councilman Scott Stiltner commented that he believes Harbor Oaks would be a good pilot area and also spoke about City events happening and encouraged residents to check out social media.

Councilman Drew Bastian also applauded the residents for getting the petitions and thanked Vonda Morris and Gregg Bastian for their services.

Mayor Don Burnette thanked the City Manager and staff for doing a good job with the International Association of Firefighters (IAFF) negotiations. He spoke briefly about the REC Center and upcoming possible opportunities for facilities.

SPECIAL REPORTS

14. Report from KemperSports on the Cypress Head Golf

Jeff Dayton, General Manager, provided financial information and details on the course conditions.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Environmental Advisory Board Report

Kristine Cunningham, Chair of the Environmental Advisory Board, provided details from their recent meetings. She also announced they have a vacancy.

16. Golf Course Advisory Board Report

Lance Green, Chairman of the Golf Course Advisory Board, provided details from their recent meetings.

REGULAR AGENDA

17. Declaration of Vacant Council Seat District 2

Motion to declare a vacancy for the council member seat in District 2 was made by Vice Mayor Reed Foley and Seconded by Councilman Scott Stiltner.

Motion carried unanimously by roll call vote.

18. Discussion on Interim Council Member and Special Election for District 2 Council Member

Robin Fenwick, Assistant City Manager, presented the policy items for Council's consideration, including residency criteria and the application process. Matt Jones, City Attorney, provided his opinion that the appointee must meet the same residency qualification as an elected official although the Charter is silent to qualifications for an interim appointment.

Mayor Don Burnette recommended a process to accept applications and resumes until Friday, February 17, 2023 by 5:00 p.m. and then name an interim Council Member on February 21, 2023 at the Regular Council Meeting.

Motion to approve the recommended process to nominate an Interim Council Member on February 21, 2023 was made by Council Member Scott Stiltner and seconded by Vice Mayor Reed Foley. Motion carried unanimously by roll call.

Mrs. Fenwick and Lisa Lewis, Supervisor of Elections, discussed possible dates for the Special Election for Council to consider. Council members discussed the options presented .

Mr. Reinhagen suggested a candidate profile page on the city's website and suggested the earlier date for the Special Election.

Ms. Cunningham suggested the later date so that candidates have ample time to prepare.

Motion to approve the May 9, 2023 Special Election date was made by Councilman Scott Stiltner, no second, motion failed.

Motion to approve the August 22, 2023 Special Election date was made by Vice Mayor Reed Foley and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call.

ADDITIONAL ITEMS

There was nothing further.

20. City Manager

a. Legislative Priorities Update

Mrs. Fenwick provided an update on Legislative Appropriation Request Projects and will be going to talk to staff in Tallahassee next week with the City Manager and the City Engineer, Junos Reed.

COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

a. General Employees' Pension Plan – Councilman Scott Stiltner provided details from their recent meeting.

b. River to Sea TPO - Vice Mayor Reed Foley provided details from their recent meeting. Councilman Scott Stiltner suggested putting a link on the city's website so residents can have further information on TPO projects.

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

ADJOURNMENT – 8:21 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B7a) Approval to award ITB #22-10 for Water Reclamation Facility East Master Lift Station Upgrades to McMahan Construction Company

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the intent to award the construction contract to McMahan Construction Co., Inc in the amount not to exceed \$4,058,000.00. for ITB 22-10 WRF East Master Lift Station Upgrades. Authorize the Mayor and City Clerk to execute all items. This item is subject to Council approving Resolution No. 23-05.

SUMMARY: The East Master Lift Station pumps raw sewage that comes from homes and businesses around the community into the elevated bar screens at the Water Reclamation Facility. The East is one of two Master Lift Stations located at the WRF. The Master Lift Stations each utilize three pumps with each pump having an inlet valve, an outlet valve, and an outlet check valve. The East Master Lift Station handles much of the influent plant flows and the equipment has sustained the greatest wear and tear with constant use over its years of operation. The condition of the pumps and associated valves are such that it is time for replacement to insure there is no failure of the system which would cause costly emergency repairs and by-pass pumping. The project includes replacing the existing variable frequency drives (VFD's), replacing the existing plug valves with knife gate valves, adding a knife gate isolation valve, and modifications to the wet well necessary to install a pre-rotation basin and leveling the wet well floor. The replacement of the valves in combination with upgrading the pumps and electrical equipment will make the operations safer for the WRF Operations staff and overall operate more efficiently.

The project was bid in accordance with City Purchasing policy. Two bids were received:

McMahan Construction Co., Inc \$4,058,000.00
Danus Utilities, Inc. \$6,888,000.00

The City intends to finance the costs of the WRF East Master Lift Station Upgrades with the proceeds of bonds, notes or other obligations to be issued in the future in one or more series.

The City expects to initially pay certain costs of the WRF East Master Lift Station Upgrades with funds other than proceeds of the Tax Exempt Financing (the "Advanced

Funds”) and to reimburse itself for such expenditures with proceeds from the Tax Exempt Financing when proceeds have been received.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	COMPLETE EJCDC PCKG - McMahan Construction Co., Inc. EJCDC Agreement ITB 22-10 WRF East Master Lift Station Upgrades	COMPLETE EJCDC PCKG - McMahan Construction Co., Inc. EJCDC Agreement ITB 22-10 WRF East Master Lift Station Upgrades.pdf
2.	Department Justification Memo - ITB 22-10 - McMahan Construction	Department Justification Memo - ITB 22-10 - McMahan Construction.docx
3.	ITB 22-10 Notice of Intent to Award FINAL (11.28.2022)	ITB 22-10 Notice of Intent to Award FINAL (11.28.2022) .pdf
4.	ITB 22-10 WRF East Master Lift Station Upgrades FINAL (9.16.2022)	ITB 22-10 WRF East Master Lift Station Upgrades FINAL (9.16.2022).pdf
5.	Attachment 2 East Master Lift Station Design	Attachment 2 East Master Lift Station Design.pdf
6.	Attachment 3 WRF East Master Lift Station Upgrades Pages 1 -15	Attachment 3 WRF East Master Lift Station Upgrades Pages 1 -15.pdf
7.	Attachment 3 WRF East Master Lift Station Upgrades Pages 15 -29	Attachment 3 WRF East Master Lift Station Upgrades Pages 15 -29.pdf
8.	ITB 22-10 WRF East Master Lift Station Upgrades Bid Tabulation FINAL 11.28.2022	ITB 22-10 WRF East Master Lift Station Upgrades Bid Tabulation FINAL 11.28.2022.pdf
9.	COI - McMahan Construction GL AL UL 11.1.2023 WC 1.1.2024	COI - McMahan Construction GL AL UL 11.1.2023 WC 1.1.2024.pdf
10.	BR Installation Cov	BR Installation Cov.pdf
11.	BR Installation Supp Covs	BR Installation Supp Covs.pdf
12.	BR Instll Covg Form	BR Instll Covg Form .pdf
13.	East Master Lift Station OPC	East Master Lift Station OPC.xlsx
14.	East Master Lift Station CA Services	East Master Lift Station CA Services.pdf
15.	Named Storm Ded	Named Storm Ded.pdf
16.	Schedule of values-Pay request format (1)	Schedule of values-Pay request format (1).pdf

Kelly Klauskay
Julia Wiggins
Richard Colby
Junos Reed
Steve Parnell
Lynn Stevens
John McKinney

Created/Initiated - 1/18/2023
Approved - 1/18/2023
Approved - 1/18/2023
Approved - 1/18/2023
Approved - 1/19/2023
Approved - 1/24/2023
Approved - 1/27/2023

Matthew Jones

Approved - 2/8/2023

Wayne Clark

Approved - 2/10/2023

Tracee Cody

Final Approval - 2/10/2023

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

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

THIS AGREEMENT is by and between _____ (“Owner”) and
**McMahan Construction Co., Inc.
123 East Indiana Avenue, DeLand, Florida 32724** (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- 1.02 *(1) Installation and operation of a temporary bypass pumping system; (2) Remove existing pumps and concrete pedestals and replace with new screw centrifugal pumps with new concrete pump pedestals; (3) Remove and replace the existing variable frequency drives (VFD's) and pump controls; (4) Remove existing plug valves and replace with new knife gate valves (5) Installation of knife gate isolation valves; (6) Remove and replace existing clock valves; (7) Removal of existing pipe and fittings; (8) furnishing and installing all required pipe, fittings, couplings, and adapters; (9) Modifications to the existing wet well; and (10) Leveling the well floor.*

ARTICLE 2 – THE PROJECT

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

ITB 22-10 Water Reclamation Facility (“WRF”) East Master Lift Station Upgrades

ARTICLE 3 – ENGINEER

- 3.01 *The part of the Project that pertains to the Work has been designed by the Project Engineer, Nicole E. McConnell, P.E. (“Engineer”) and Stephen E. Bailey, P.E. (“Engineer”) of Kimley-Horn and Associates, Inc., and shall act as Owner’s representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

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

- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 335 days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 30 days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 63 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$0.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

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

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

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

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>

See Attachments

Total of all Bid Prices (Unit Price Work)	\$4,058,000.00
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The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

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

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold Five percent (5%) of each progress payment as retainage.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor’s receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).
 2. Combination Payment and Performance Bond (pages 1 to 4, inclusive).
 3. General Conditions (pages 1 to 69, inclusive).
 4. Supplementary Conditions (pages 1 to 7, inclusive).
 5. BID Specifications as listed in ITB 22-10 “Attachment 2” “East Master Lift Station Pump Design,” as identified in “Section 3 - Specifications” (pages 1 to 324, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
 6. DESIGN PLANS as listed in ITB 22-10 “Attachment 3” “East Master Lift Station Pump Upgrades,” as identified in “Section 3 – “Specifications” (pages 1 to 29, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
 7. NEW DRAWINGS as listed in Addendum No. 3 Dated November 9, 2022 of ITB 22-10 “Attachment 4” “New Drawings,” (pages 1 to 9, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager)
 8. Addendum No. 1 (page 1, inclusive).
 9. Addendum No. 2 (pages 1 – 5, inclusive).
 10. Addendum No. 3 (pages 1 – 4, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor’s Bid Schedule of Unit Prices (page __, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
1. Affidavit Regarding Workers’ Compensation (page 1, inclusive).

- 2. Leased Employee Affidavit Exhibit (page 1, inclusive).
 - c. Exhibit No. 2 Contractor's Proposal (page 1, inclusive).
 - d. Composite Exhibit No. 3 City's Invitation to Bid Request No. 22-10 (pages 1 to 149, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

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

10.07 *No Intended Third-Party Beneficiaries*

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

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

CITY OF PORT ORANGE

Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, MMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

McMahan Construction Co., Inc.
Contractor

By: Dean Kellogg

Title: President

Date: _____

Attest: _____

Title: _____

Address for giving notices:

123 East New York Avenue

DeLand, Florida 32724

Telephone: (386) 734-0223

E-Mail: jjustus@mcmahanfl.com

License No.: CGC010240

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: McMahan Construction Co., Inc.
Principal Business Address: 123 East Indiana Avenue
DeLand, Florida 32724
Contact Person: Dean Kellogg, President
Phone Number: (386) 734-1071

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: \$4,058,000.00 **City Case/Project No.** ITB 22-10 Water Reclamation Facility East Master Lift Station
Upgrades

Description of Work: ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades

Project Location: Water Reclamation Facility at 817 Oak Street, Port Orange, Volusia County, Florida

Legal Description: Portions of: 817 Oak Street, Port Orange, Volusia County, Florida
See 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 Water Reclamation Facility
817 Oak Street, Port Orange, FL 32127**

Full Parcel ID:

41-16-33-04-01-0341

Short Parcel ID:

6341-04-01-0341

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

McMahan Construction Co., Inc.

ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades

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, **McMAHAN CONSTRUCTION CO., INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FOUR MILLION FIFTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$4,058,000.00)**, 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 EJCDC Agreement having an effective date of _____, entered into by and between the Principal and the City, for Water Reclamation Facility East Master Lift Station Upgrades, 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 shall be deemed an original, this _____, day of _____, 2023.

Attest:

McMAHAN CONSTRUCTION CO., INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Dean Kellogg, 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.

EJCDC - General Conditions

Consisting of 69 Pages

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents.....	6
2.03 Notice to Proceed; Starting the Work.....	6
2.04 Starting the Work.....	7
2.05 Before Starting Construction.....	7
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse.....	8
3.01 Intent	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	9
3.04 Amending and Supplementing Contract Documents	10
3.05 Reuse of Documents	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	11
4.01 Availability of Lands	11
4.02 Subsurface and Physical Conditions.....	11
4.03 Differing Subsurface or Physical Conditions	12
4.04 Underground Facilities	13
4.05 Reference Points.....	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers.....	16
5.03 Certificates of Insurance	17
5.04 Contractor’s Insurance.....	17
5.05 Owner’s Liability Insurance.....	19
5.06 Property Insurance	19
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds	21
5.09 Acceptance of Bonds and Insurance; Option to Replace	21

5.10	Partial Utilization, Acknowledgment of Property Insurer	22
Article 6 – Contractor’s Responsibilities		
6.01	Supervision and Superintendence	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	23
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”.....	23
6.06	Concerning Subcontractors, Suppliers, and Others	26
6.07	Patent Fees and Royalties.....	27
6.08	Permits	27
6.09	Laws and Regulations.....	28
6.10	Taxes	28
6.11	Use of Site and Other Areas.....	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples.....	30
6.18	Continuing the Work	32
6.19	Contractor’s General Warranty and Guarantee	32
6.20	Indemnification	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site.....		
7.01	Related Work at Site	34
7.02	Coordination	35
7.03	Legal Relationships.....	35
Article 8 – Owner’s Responsibilities		
8.01	Communications to Contractor	36
8.02	Replacement of Engineer	36
8.03	Furnish Data	36
8.04	Pay When Due.....	36
8.05	Lands and Easements; Reports and Tests	36
8.06	Insurance	36
8.07	Change Orders.....	36
8.08	Inspections, Tests, and Approvals	36
8.09	Limitations on Owner’s Responsibilities	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements	37
8.12	Compliance with Safety Program	37
Article 9 – Engineer’s Status During Construction		
9.01	Owner’s Representative.....	37
9.02	Visits to Site	37
9.03	Project Representative	38

9.04	Authorized Variations in Work.....	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments	38
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work.....	39
9.09	Limitations on Engineer's Authority and Responsibilities	39
9.10	Compliance with Safety Program	40
Article 10 –	Changes in the Work; Claims.....	40
10.01	Authorized Changes in the Work.....	40
10.02	Unauthorized Changes in the Work.....	40
10.03	Execution of Change Orders	40
10.04	Notification to Surety.....	41
10.05	Claims	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work	42
11.01	Cost of the Work	42
11.02	Allowances	45
11.03	Unit Price Work	45
Article 12 –	Change of Contract Price; Change of Contract Times	46
12.01	Change of Contract Price.....	46
12.02	Change of Contract Times.....	47
12.03	Delays	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work	48
13.01	Notice of Defects	48
13.02	Access to Work	48
13.03	Tests and Inspections	48
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work	50
13.06	Correction or Removal of Defective Work.....	50
13.07	Correction Period	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work	51
Article 14 –	Payments to Contractor and Completion.....	52
14.01	Schedule of Values	52
14.02	Progress Payments	52
14.03	Contractor's Warranty of Title.....	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization	56
14.06	Final Completion- Punchlist.....	56
14.07	Final Payment.....	57
14.08	Final Completion Delayed	58
14.09	Waiver of Claims	58

Article 15 – Suspension of Work and Termination	59
15.01 Owner May Suspend Work	59
15.02 Owner May Terminate for Cause	59
15.03 Owner May Terminate For Convenience.....	60
15.04 Contractor May Stop Work or Terminate	60
Article 16 – Dispute Resolution	61
16.01 Methods and Procedures.....	61
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	62
17.03 Cumulative Remedies.....	62
17.04 Survival of Obligations.....	62
17.05 Controlling Law	62
17.06 Headings	62

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer and Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer and/or Owner which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; (iii) achieve Final Completion; and (iv) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Punchlist* – The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.
37. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
50. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or

providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

53. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. is failing or has been damaged.

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request such as the specific additional insured endorsement included in the liability policy) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5 and/or the Supplementary Conditions.

2.02 *Copies of Documents*

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

2.03 *Notice to Proceed; Starting the Work*

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

2.04 N/A

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer and Owner for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, and identifying the Substantial Completion and Final Completion dates;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts / line-items in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer or Owner, and others as appropriate will be held to review for acceptability to Engineer or Owner as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted and approved by Engineer and Owner.
1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such

acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents (*e.g.*, answering Requests for Information) shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements and dimensions. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04 below.
3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting

from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. *N/A*
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions may identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstance relieve Contractor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after first becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition within 5 days. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03; and
 - c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A within 5 days after first becoming aware of such condition.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after first becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer within 5 days. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and

drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work or identified in a report listed in the Supplemental Conditions. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible or if such condition is caused by the negligence, recklessness, or intentional misconduct of Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing) within 5 days of first becoming aware of the condition. Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor cannot agree as to entitlement

to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. N/A
- H. N/A
- I. N/A

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. All bonds shall be in the form prescribed by the Contract Documents. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. *N/A*
- F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds for ongoing and completed operations, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 6.20 below and as otherwise set forth in the Contract;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for 10 years after Substantial Completion.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.

- C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.
- D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. *N/A*

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. *N/A*

E. *N/A*

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

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

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

- B. *N/A*
- C. *N/A*
- D. In the event of any conflict between this Paragraph 5.07 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and, only if applicable, the cost thereof covered by an appropriate Change Order.
- B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.
- C. Owner, at its sole discretion, may elect to fund the costs associated with any property insurance claim, excluding the deductible, and seek reimbursement from Contractor's policy that identifies both Contractor and Owner as named insureds. If Owner exercises this right, it shall have sole authority to settle and adjust any claim and receive reimbursement under the policy with the proceeds made payable to Owner. Contractor shall have the obligation to cooperate and comply with all terms and provisions of the policy and its failure to do so shall constitute a material breach of the Contract. If Owner does not elect this right, Contractor shall be required to fund the costs associated with any property insurance claim and seek reimbursement under the policy.
- D. In the event of any conflict between this Paragraph 5.08 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.09 *Acceptance Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract

Documents, Owner shall notify Contractor in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

- B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. N/A

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
 - 3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor,

Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. *N/A*
- C. *N/A*

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. *N/A*

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show as-built conditions and changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. thoroughly reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements regarding payment or otherwise, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others;
 7. any correction of defective Work by Owner; or
 8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 *Indemnification*

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

personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C or as otherwise provided in Florida Statute §218.735.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. N/A

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods,

techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to Engineer seeking clarification as to an aspect of the Contract Documents. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. *N/A*
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05 that are then resolved by the parties to the Agreement.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those otherwise waived pursuant to the Contract, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.
- B. *Notice:* Unless as otherwise set forth herein, written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with detailed, supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant take one of the following actions in writing:
 1. deny the Claim in whole or in part;
 2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. *N/A*
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.
- G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence, recklessness, or intentional misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items are estimates and solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price shall be guaranteed and will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1

and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall only be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, acts of God, acts

or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall only be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the

Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after 7 days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation

warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor (in a form approved by Owner) certifying that all previous progress payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.
- 6. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any undisputed amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion subject to the Certificate of Occupancy (or Completion).
- D. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the Punchlist.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Completion- Punchlist*

- A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is \$10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.

- B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.
- C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 *Final Payment*

A. Application for Payment:

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

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09 below. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer;
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 - 5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or
 - 6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such

unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within 5 days of the notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon 5 days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. N/A; and
 - 4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority or (ii) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03. Contractor, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph. Contractor, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, or an overnight carrier (such as UPS or FedEx) to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state of Florida.

17.06 *Headings*

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

EJCDC - Supplemental Conditions

Consisting of 7 Pages

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

SC-4.02	Subsurface and Physical Conditions
SC-4.06	Hazardous Environmental Conditions
SC-5.04	Contractor's Liability Insurance
SC-5.06	Property Insurance
SC-6.06	Concerning Subcontractors, Suppliers, and Others
SC-12.01	Change of Contract Price
SC-17-07	Public Records Compliance
SC-17-08	Examination of Records
SC-17-09	Sovereign Immunity

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

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

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

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

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

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

- | | |
|---|----------------|
| a. General Aggregate | \$1,000,000.00 |
| b. Products - Completed Operations Aggregate | N/A |
| c. Personal and Advertising Injury | \$1,000,000.00 |
| d. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000.00 |
| e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable. | |
| f. Excess or Umbrella Liability | |
| ☒ General Aggregate | \$1,000,000.00 |
| ☒ Each Occurrence | \$500,000.00 |

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

SC-5.06 *Property Insurance*

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

-SC-6.06 *Concerning Subcontractors, Suppliers, and Others*

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

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

SC-12.01 *Change of Contract Price*

SC-12.01.C *Contractor's Fee.* Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be

no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-17-07 *Public Records Compliance*

SC-17-07 Add the following new paragraph immediately after Paragraph 17.06:

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

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

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

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

SC-17-08 *Examination of Records*

SC-17-08 Add the following new paragraph immediately after Paragraph 17.07:

A. *Examination of Records.*

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

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

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

SC-17-09 *Sovereign Immunity*

SC-17-09 Add the following new paragraph immediately after Paragraph 17.08:

A. *Sovereign Immunity.* The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the

City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

EJCDC

Attachment 2 Bid Specifications - ITB 22-10

Not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager

Consisting of 324 Pages

EJCDC

Design Plans - ITB 22-10 Attachment 3

Not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager

Consisting of 29 Pages

EJCDC

"New Drawings" - Attachment 4

as identified in Addendum No. 3 Dated November 9, 2022 of ITB 22-10

Not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager

Consisting of 9 Pages

EJCDC
Addendum No. 1
Dated October 20, 2022
Consisting of 1 Page



CITY OF PORT ORANGE

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

ADDENDUM #1

October 20, 2022

ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 26, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

NEW BID OPENING DATE

The bid opening date of October 31, 2022 at 2:30 p.m. is hereby changed to November 17, 2022 at 2:30 p.m.

NEW SITE VISIT

A non-mandatory site visit for the FPL room only is scheduled for 10:30 a.m. Thursday October 27, 2022 at the Water Reclamation Facility located at 817 Oak Street. Only potential bidders and their sub-contractors who attended the October 10, 2022 mandatory pre-bid meeting and site visit are qualified to attend. All attendees of this site visit will be required to sign in and provide their name, their firm's name and their contact information.

RFIs

Deadline for the FPL room site visit questions is November 3, 2022 at 5:00 p.m. Only qualified bidders and their sub-contractors who attended the October 27, 2022 site visit can submit questions. Questions must be specifically related to this site visit only. Non-related questions will not be accepted by the City.

FINAL ADDENDUM

The final addendum is scheduled to be published by 5:00pm on November 10, 2022 via the City's Purchasing web page at www.port-orange.org/bids.aspx and DemandStar website at www.demandstar.com.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

None

C. QUESTIONS & ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES remains unchanged.

END OF ADDENDUM #1

EJCDC
Addendum No. 2
Dated November 4, 2022
Consisting of 5 Pages



CITY OF PORT ORANGE

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

ADDENDUM # 2

November 4, 2022

ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 26, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING BID FORM

Bidders are advised they must complete REVISED (Attachment 1) Schedule of Unit Pricing Bid Form. If Bidder does not complete and include with bid submittal REVISED (Attachment 1) Schedule of Unit Pricing Bid Form, their bid will be deemed non-responsive.

REVISED (Attachment 1) Schedule of Unit Pricing Bid Form supersedes the (Attachment 1) Schedule of Unit Pricing Bid Form and is hereby added to ITB #22-10. REVISED (Attachment 1) Schedule of Unit Pricing Bid Form is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

A. CLARIFICATIONS:

1. The plans show air cushioned check valve, the spec sheet specifies oil buffer check valve. Please let me know which valve I need to spec.

CLARIFICATION: The check valves required for this project are as shown on the plans, air cushioned check valves.

2. The 16"x 12" flanged 90 elbow on the discharge side of the pump shows to be rotated. A standard flanged 12" is 30 degrees per one bolt hole rotation. According to this information the proposed 11.25 degree elbow will not bring the pipe back to the correct angle.

CLARIFICATION: 16"x12" reducing elbow to be FLxPE. A megaflange can be used on the PE side of the elbow to satisfactorily line up with 11.25 FL bend.

B. CHANGES TO SPECIFICATIONS:

ATTACHMENT 2 EAST MASTER LIFT STATION DESIGN SECTION 13300

1. Add the following new sentence to paragraph 1.1, letter C, item 1 (page 13300-1):
Provide the services of the SCADA SUPPLIER outlined in 1.01 D, below.

2. Add the following new item Number 16 to paragraph 1.1, letter C (page 13300-2):
Coordinate with the CONTRACTOR, SCADA SUPPLIER AND CSE throughout all phases of the design, development, implementation, and testing for a complete and fully integrated PICS system.
3. Replace the text: "All work covered in 1.01 C shall be provided by:" in paragraph 1.1 C, item 15 (page 13300-2), with the following new text: ***Approved SYSTEM SUPPLIER firms shall be...***
4. Replace the text: "All work covered in 1.01 D shall be provided by:" in paragraph 1.1 D, item 5 (page 13300-2), with the following new text: ***Approved SCADA SUPPLIER firms shall be...***
5. Replace the text: "review project shop drawings" in 1.1 E, item 2, (page 13300-3) with the following new text: ***work with the SYSTEM SUPPLIER during shop drawings development...***

C. QUESTIONS AND ANSWERS:

QUESTION #1: What is the engineer's estimate?

ANSWER: \$4,700,000

QUESTION #2: Can a site visit be scheduled with FPL to unlock the existing transformer vault room to see what needs to be demolished? If not, can photos and or a drawing of what is in the room be provided?

ANSWER: Please refer to Addendum # 1.

QUESTION #3: Who is the preferred integrator for the plant's instrumentation and controls? Can a contact be provided?

ANSWER: Please refer to approved Systems Supplier listed in specification 13300 section 1.1 C.15.

QUESTION #4: Are the two FPL pullboxes shown on sheet E-02 required to be the above ground pullbox in detail 5 on sheet E-17?

ANSWER: Yes.

QUESTION #5: Is the intent to run (4) new 4" conduits overhead from the new FPL transformer to the existing Main Breaker MB-1? Or is the intent to intercept the existing conduits underground?

ANSWER: Per E-12, bidder should include new conduit in their bid submittal. However, we can discuss intercepting if requested by the awarded Contractor.

QUESTION #6: Are all the fiber optic cable runs shown on sheet I-04 existing and shown for reference only?

ANSWER: Yes. Fiber optic cable runs shown on I-4 are existing and shown for reference.

QUESTION #7: Will temporary power be needed for the equipment shown being fed by the switchboards on sheet E-03 during construction?

ANSWER: The generator should provide this power while the service is being switched as shown on E-3. However, the Contractor is required to have power available for the plant at all times.

QUESTION #8: Sheet E-02 shows the existing FPL Primary underground loop feed. Does this primary feed other parts of the plant that may need temporary power during construction?

ANSWER: No.

QUESTION #9: Does the plant have existing generators that can be utilized during the FPL service transfer? If so, will the contractor be responsible for the fuel? The generator would have to run continuously until the work was completed.

ANSWER: We see this switchover as 2 days maximum. The City's generator can be used during this time. The awarded Contractor is not responsible for the fuel.

QUESTION #10: Who is the manufacturer of Switchboard SWBD2 shown on sheet E-03?

ANSWER: Square D QED.

QUESTION #11: Are any other gear manufacturers accepted?

ANSWER: No.

QUESTION #12: Is the lighting panel "LTG PNL" shown on sheet E-15 to be provided in this contract? Can a panel schedule be provided for this panel?

ANSWER: This panel is not being provided under this contract.

QUESTION #13: Is the PICS Network service rack and Fiber patch panel shown on sheet E-15 to be provided in this contract?

ANSWER: Yes. Provide PICS Network Server Rack (NSR) in the Operations Building housing the PlantPax DCS data center and network equipment, per specification 13300 section 1.1 C.11.

QUESTION #14: The terminal junction box shown on sheet E-15 is 304 stainless-steel. Spec section 161101/1.2/G mentions 316 stainless. Which type of stainless steel is required for outdoor termination cabinets?

ANSWER: 304 stainless steel is acceptable.

QUESTION #15: Type EYSR conduit seals are shown on sheet E-16. EYS type conduit seals are shown in spec section 161101/1.2/C. Which conduit seal type is required?

ANSWER: All seals are EYSR type.

QUESTION #16: Will the 5" and 4" underground FPL conduits be provided and installed by the electrical contractor? FPL Primary conduit will be provided by FPL and installed by the Contractor.

ANSWER: FPL Primary conduit will be provided by FPL and installed by the awarded Contractor.

QUESTION #17: Are any of the FPL underground conduits to be concrete or steel reinforced concrete encased?

ANSWER: No.

QUESTION #18: Is there an engineer's estimate for this project?

ANSWER: Please refer to Question & Answer # 1.

QUESTION #19: Note 2 on sheet E-02 says that FPL will provide and install the ESCO Switch Cabinet. Can it be confirmed that they will provide and install this cabinet?

ANSWER: ESCO Switch Cabinet to be provided and installed by the awarded Contractor.

QUESTION #20: Will FPL provide and install the new transformer?

ANSWER: Yes

QUESTION #21: Is the electrical contractor to provide and install the precast pads for the transformer, ESCO switch cabinet, and FPL pull boxes?

ANSWER: Yes

QUESTION #22: Is the electrical contractor responsible for all the FPL conduit work shown on sheet E-02?

ANSWER: Yes

QUESTION #23: Are splices approved in the new FPL pull boxes?

ANSWER: This work is by FPL.

QUESTION #24: The project currently bids on Monday, 10/31. Can the bid date be moved back a few days to Thursday, 11/3?

ANSWER: Please refer to Addendum #1.

QUESTION #25: Due to the current equipment lead times being experienced, can the notice to proceed be delayed until all the equipment is received onsite?

ANSWER: The Notice to Proceed can be delayed to allow for long lead equipment delivery to the jobsite.

QUESTION #26: The sample contract, page 62, did not specify any liquidated damages. Are there liquidated damages required?

ANSWER: There are no liquidated damages for this project.

QUESTION #27: Sheet M-04 specifies the bypass pumping required while the East Master LS is shutdown. Does the bypass pump need to have a 2nd backup pump? What pump capacity(GPM) is needed for the bypass? Is a silent night package needed for the pump to reduce noise?

ANSWER: Bypass pumping shall be sized to handle plant flows, equivalent to the plant's capacity of 12 MGD. Silent Night package is not required.

QUESTION #28: Sheet E-12 shows a new FPL transformer. Are the fees for the FPL transformer to be paid directly by the City as the end user? If not, can an allowance be added to the bid form for the engineer's estimated cost for the new transformer?

ANSWER: Fees for the new FPL transformers are to be paid by the awarded contractor. A \$10,000 allowance is now added as Item # 13 to the Revised (Attachment 1) Schedule of Unit Pricing.

QUESTION #29: Sheet S-01 shows grouting required in the wet well chamber of the lift station. The General Contractor(GC) has no way of determining the amount of grit in the wet well. Will the City pump out the remaining sewage/grit in the wet well after shutdown? If not, can an estimated quantity be provided that the GC is to remove? What access is there to pump out the grit & get into the wet well?

ANSWER: The City will arrange for the removal of the remaining raw sewage and grit to be removed from the wet well after it is shut down and by-pass pumping has been installed and operational.

QUESTION #30: As there is no project specific painting schedule, are the new pumps & piping the only items to be painted?

ANSWER: Correct.

QUESTION #31: Spec 09 91 48 is for a wet well & manhole lining system. The plans do not show any wet well or manholes to be lined. Are any wet wells or manholes to be lined per this spec as part of this project?

ANSWER: There are no wet wells or manholes to be lined as part of this project.

QUESTION #32: Spec section 16370-1.2.D calls for the variable frequency drives(vfds) to integrate seamlessly with the PlantPax control system in spec 13327. Are the Allen-Bradley 750 series VFDs to be provided by the instrumentation system integrator or the electrical contractor?

ANSWER: Electrical Contractor.

QUESTION #33: Sheet I-04 shows the fiber optic network at the Oak St. WRF. The network fiber cable & any conduit shown on this sheet are all existing?

ANSWER: Please refer to Question & Answer # 6.

QUESTION #34: Does the City require USA only domestic piping, valves, fittings or restraints on this project?

ANSWER: No.

QUESTION #35: Please include Commerce Controls Inc. as System Supplier under 1.1-C-15 of Specification 13300. It is noted that the tasks and responsibilities of the CSE under 13300-1.1-E could (and ordinarily would) be performed by the System Supplier of 1. 1-C. Please consider rechanneling the tasks of 1. 1-E under the System Supplier; or otherwise approving those listed approved System Suppliers under 1.1-C-15 as also approved for the CSE under 1.1-E, where they meet the requirements.

ANSWER: The City is unable to include Commerce Controls due to the solicitation's timeline. The CSE is an independent third party hired by the SYSTEM SUPPLIER to ensure that the SYSTEM SUPPLIER's implementation of the PICS PlantPax DCS is in accordance with Rockwell Automation PlantPax requirements.

In all other respects, except as specifically stated herein, the subject ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES remains unchanged.

END OF ADDENDUM #2

EJCDC
Addendum No. 3
Dated November 9, 2022
Consisting of 4 Pages



CITY OF PORT ORANGE

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

ADDENDUM #3

November 9, 2022

ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 26, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

REVISION II (ATTACHMENT 1) SCHEDULE OF UNIT PRICING BID FORM

Bidders are advised they must complete **REVISION II (Attachment 1) Schedule of Unit Pricing Bid Form**. If Bidder does not complete and include with bid submittal **REVISION II (Attachment 1) Schedule of Unit Pricing Bid Form**, their bid will be deemed non-responsive.

REVISION II (Attachment 1) Schedule of Unit Pricing Bid Form supersedes **REVISED** (Attachment 1) Schedule of Unit Pricing Bid Form and is hereby added to ITB #22-10. **REVISION II (Attachment 1) Schedule of Unit Pricing Bid Form** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

A. CHANGES TO SPECIFICATIONS:

Insert the following into Section 33 12 00 as 2.1 G. :

Restrained Flange Adapter

- A. Restrained flange adapters shall be of the size and pressure rating required for each installation and shall be suitable for use on either PVC, Steel, HDPE (with inserts) or ductile iron pipe.
- B. Restrained flange adapters shall be used in lieu of threaded or welded flanged spool pieces. Flange adapters shall be made of ductile iron conforming to ASTM A536, 65-45-12, and have flange bolt circles that are compatible with ANSI/AWWA C110/A21.10.

Specification Section 13320

1. Replace the text: "ftServer 2910 (10 cores)" in paragraph 2.1 A, (page 13320-2) with the text: **ftServer 4910 (20 cores)**:
2. Replace the text: "64GB" in paragraph 2.1 A, item 2, (page 13320-2) with the text: **128GB...**
3. Replace the text: "1.8TB" in paragraph 2.1 A, item 2, (page 13320-2) with the text: **3.0TB...**

4. Replace the text: "Four 32 GB DDR4 RDIMM. Eight 600GB 15K 12Gb SAS 2.5-inch HDD." in paragraph 2.1 A, item 11, (page 13320-2) with the text: ***Eight 32 GB DDR4 RDIMM. Eight 600GB 15K 12Gb SAS 2.5-inch HDD. Two 1.2 TB 10K 12Gb SAS 2.5-inch HDD.***
5. Delete the text "open rack" in paragraph 2.1, item B (page 13320-3).

Specification Section 13325

1. Replace the text: "16" in paragraph 2.2 A.4-c, item ii-b, (page 13325-3) with the text: ***8l.***

Specification Section 13327

1. Replace the text: "a virtual" in paragraph 2.4 C, (page 13327-10) with the text: ***a redundant virtual...***
2. Add the text: ***6. FactoryTalk AssetCentre Disaster Recovery plus 25 assets add-on.*** after paragraph 2.4.C, item 5, (page 13327-10).
3. Add the text: ***7. SQL server 2019 standard edition.*** after paragraph 2.4.C, item 6, (page 13327-10).
4. Add the text: ***7. Virtual Image Server Templates for AssetCentre, OWS, EWS, SQL.*** after paragraph 2.4 D, item 6, (page 13327-10).
5. Add the text: ***8. FactoryTalk View SE Redundant Server Unlimited Display.*** after paragraph 2.4 D, item 7, (page 13327-10).
6. Delete Item 3, paragraph 2.10.C in (page 13327-14).
7. Delete paragraph 2.11. in its entirety.
8. Replace the text: "The manufacturer shall provide access to TechConnect Knowledgebase content as an ongoing resource." in paragraph 3.03 item B, (page 13327-20), with the text: ***The SYSTEM SUPPLIER shall provide one-year subscription for Rockwell TechConnect and one-year subscription for 365-day access Learning + single user, commencing at substantial completion of the project.***

Specification Section 13360

1. Replace the text: "Single" in paragraph 2.1, item D, (page 13360-2) with the text: ***12 pair single...***

Specification Section 16050

1. Replace the text in section 1.2. C, (page 16050-2):
"Contractor shall include \$75,000.00 as a bid allowance for all FPL work as shown on the electrical drawings which shall include the following" with the following text: ***Contractor shall include \$135,000.00 as a bid allowance for all FPL work as shown on the electrical drawings which shall include the following...***
2. Insert the following into Part 1:

1.19 DEMOLITION

- A. Remove all electrical work associated with equipment shown to be removed (TBR) except those portions indicated to remain or be reused. Remove all unused exposed conduit and wiring back to point of concealment. Remove unused wiring in concealed conduits back to source (or nearest point of usage). Electrical work to be removed corresponds to the associated mechanical equipment to be removed.

- B. Where electrical systems pass through the demolition areas to serve other portions of the premises, they shall remain or shall be suitably relocated and the system restored to normal operation. Coordinate outages in systems with the Owner. Where duration of proposed outage cannot be allowed by the Owner, provide temporary connections as required to maintain service.
- C. All removals and relocations of existing installations cannot be completely detailed on the Drawings. Survey the site before submitting bid proposal.
- D. Continuous service is required on all circuits and outlets affected by these changes, except where the Owner will permit outage for a specific time. Obtain Owner's written consent before removing any circuit from continuous service.
- E. Where required to disconnect and/or remove any part of an existing circuit, reconnect that circuit to reestablish service in the remaining portion.
- F. Remove exposed conduits, wireways, outlet boxes, pull boxes and hangers made obsolete by the alternations, unless specifically designated to remain. Exposed conduits shall be removed back to point of concealment, where they shall be cut and threaded for a cap. A threaded cap shall then be installed. Conduits may be removed back to first coupling if within 3-inches of point of concealment. Cut back in traffic areas to the floor level and patch.
- G. Repair all walls to "Like new" condition and paint to match existing wall color.

1.20 DISPOSITION OF REMOVED MATERIALS AND EQUIPMENT

- A. In general, it is intended that all materials and equipment indicated to be removed and disposed of by the CONTRACTOR shall, upon removal, become the CONTRACTOR's property and shall be disposed of off the site by the CONTRACTOR, unless otherwise directed by the Owner.
- B. Reuse of wire will not be permitted. An exception is the reuse or relocation when wire is part of an existing lighting branch circuit and reuse or relocation is specifically designated and can be accomplished without removing and re-pulling the wire.
- C. All reusable and salvageable disconnect switches, starters, control devices, control panels and instruments, receptacles, light fixtures, etc. shall be sorted and returned to the Owner.
- D. All electrical equipment to be salvaged shall be removed and shall be moved by the CONTRACTOR to a location on the site for storage as directed by the Owner."

CHANGES TO DRAWINGS:

Electrical Drawings

1. Delete the following drawings:
E-02, E-03, E-10, E-11, E-12, E-14, E-16 and E-17
- Insert the following NEW drawings in their place:
E-02, E-03, E-10, E-11, E-11A E-12, E-14, E-16 and E-17

(Attachment 4) New Drawings is hereby added to ITB #22-10. **(Attachment 4) New Drawings** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

B. CLARIFICATIONS:

None

C. QUESTIONS & ANSWERS:

QUESTION #1: Please be advised that the specified APCO, CVS-6000-BMB has a Bottom Mounted Oil Buffer. The other named manufacturer model #206 is for a side mounted Air Cushioned Cylinder. Please provide clarification if a Bottom Mounted Buffer is required or are the side mounted Pneumatic (Air) Cylinders acceptable?

ANSWER: Please refer to Clarification No.1 on Addendum #2.

QUESTION #2: There are no specs for flange coupling adapters and equipment connection couplings. Please provide a spec for these items or specify material of construction.

ANSWER: Please refer to: A. Changes to Specifications on page 1 of this Addendum.

QUESTION #3: Please specify which check valve is needed for this project? Plans list air cushioned check valve while specs are for an oil cushioned check valve. if air cushioned check valves are required, please provide a spec.

ANSWER: Please refer to Clarification No.1 on Addendum #2

QUESTION #4: There are no specs or details on the pipe supports for this project. What material of construction is required?

ANSWER: Pipe supports shall be sch40 stainless steel.

QUESTION #5: Is FPL installing the new transformer, switch, meter, and CT cabinet?

ANSWER: Yes.

QUESTION #6: What is the existing switchboard manufacturer?

ANSWER: The existing switchboard manufacturer is General Electric.

QUESTION #7: During the intercept of the FPL primary, will the existing lift station be shut down? Will any backup generators be required?

ANSWER: Power needs to be continuously provided to the existing lift station building. It contains an electrical room which controls other process equipment throughout the plant.

QUESTION #8: The check valve spec calls for oil cushioned check valves but the plans, sheet M-02, show air cushioned. Which is correct?

ANSWER: Please refer to Clarification No.1 on Addendum #2.

In all other respects, except as specifically stated herein, the subject ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES remains unchanged.

END OF ADDENDUM #3

EXHIBIT “1”

Contractor's Schedule of Unit Prices

Consisting of 1 Page

**REVISION II (ATTACHMENT 1) SCHEDULE OF UNIT PRICING****BID FORM****CITY OF PORT ORANGE****ITB #22-10****WRF East Master Lift Station Upgrades****Completed REVISION II (Attachment 1) Schedule of Unit Pricing form MUST be included with Bid Submission****Instruction to save REVISION II Attachment from DemandStar website:****Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.****Bidders are required to complete all fields shaded in green.****REVISION II (ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED****NAME OF BUSINESS:** McMahan Construction Co., Inc.**CONTACT PERSON:** John Justus, Jr., Executive Vice President**EMAIL ADDRESS:** jjustus@mcmahand.com**AUTHORIZED SIGNATURE:**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Pre-Construction Video	1	LS	\$4,000.00	\$4,000.00
2	Mobilization and Demobilization	1	LS	\$180,000.00	\$180,000.00
3	Demolition	1	LS	\$125,000.00	\$125,000.00
4	Lift Station Pumps	3	EA	\$85,000.00	\$255,000.00
5	Concrete Pedestals	3	EA	\$25,000.00	\$75,000.00
6	16-inch Knife Gate Valves	6	EA	\$24,000.00	\$144,000.00
7	16-inch Check Valves	3	EA	\$12,000.00	\$36,000.00
8	Miscellaneous Pipe and Fittings	1	LS	\$207,000.00	\$207,000.00
9	Electrical	1	LS	\$1,128,000.00	\$1,128,000.00
10	Instrumentation and Controls	1	LS	\$1,500,000.00	\$1,500,000.00
11	Bypass Pumping	1	LS	\$230,000.00	\$230,000.00
12	Permit Allowance	1	LS	\$10,000.00	\$10,000.00
13	Fees for new FPL transformers Allowance	1	LS	\$135,000.00	\$135,000.00
14	Survey Layout & Record Drawings	1	LS	\$3,000.00	\$3,000.00
15	Bonds	1	LS	\$26,000.00	\$26,000.00
TOTAL BID PRICE (Items 1-15)					\$4,058,000.00

Affidavit Regarding Workers' Compensation

Consisting of 1 Page

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

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

State of FLORIDA

County of VOLUSIA

I, Dean Kellogg, 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 Builders Mutual Insurance Company, under the terms of Policy Number WCP 1069310 02 for a period from January 1, 2022 to January 1, 2023

WITNESS:

By: Sherry Vaughn
Name: Sherry Vaughn, Corporate Secretary

CONTRACTOR:

Company: McMahan Construction Co., Inc.
By: Dean Kellogg
Name/Title: Dean Kellogg, President

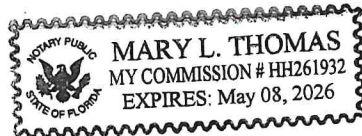
Sworn to and subscribed before me this 29th day of May, 2022.

My Commission Expires: May 8, 2026

Mary L. Thomas

Notary Public

* November



Mary L. Thomas
Notary Public Printed Name

Leased Employee Affidavit

Consisting of 1 Page

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

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # ITB 22-10

☒ 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: N/A

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: McMahan Construction Co., Inc.

Signature of Owner/Officer: 
Dean Kellogg

Title: President/Owner Date: November 29, 2022

EXHIBIT "2"

Contractor's Submittal

Consisting of 67 Pages

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- X Form 7.2 – Bidder’s Acknowledgement Form
- X Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- X Form 7.4 – Drug Free Preference Statement
- X Form 7.5 – Public Entity Crimes Statement
- X Form 7.6 – Anti-Collusion Form
- X Form 7.7 – Statement of Bidder’s Qualifications
- X Form 7.8 – Professional References for Previous Experience
- X Form 7.9 – List of Subcontractors
- X Form 7.10 – Local Business Affidavit of Eligibility
- X Form 7.11 – E-Verify Affidavit
- X Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- X Form 7.13 – No Submittal Response Form
- X Attachment 1 – Schedule of Unit Pricing
- X Current Bonding Capacity Letter (as outlined in Section 6)
- X Copy of Licenses (Florida Certified General Contractor, Sunbiz, etc.)
- X Bid Bond
- X Submission of one (1) original marked “ORIGINAL” and one (1) digital (flash drive) version in PDF format

BY: McMahan Construction Co., Inc.

Name of Business



Authorized Signature John Justus, Jr., Executive Vice President

November 17, 2022

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day 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 ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am 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 the 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):

McMahan Construction Co., Inc.

Name of Business

Authorized Signature

John Justus, Jr., Executive Vice President

Printed Name and Title

59-2036678

Federal Identification No.

P.O. Box 223

Mailing Address

DeLand, FL 32721-0223

City, State & Zip Code

(386) 734-1071

Telephone Number

jjustus@mcmahanfl.com

E-mail Address

STATE OF: FLORIDA COUNTY OF: VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

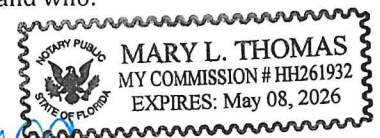
17th day of November, 2022, by John Justus, Jr. and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

Mary L. Thomas



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, Specification and any other documents accompanying or made a part of this ITB.

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: 10/20/22 Addendum# 2 Date: 11/04/22

Addendum# 3 Date: 11/09/22 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 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.

I acknowledge the above statement regarding Change Orders to be awarded Contract:

McMahan Construction Co., Inc.

Name of Business



Authorized Signature

John Justus, Jr., Executive Vice President

Printed Name and Title

STATE OF: FLORIDA COUNTY OF: VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

17th day of November, 2022, by John Justus, Jr. and who:

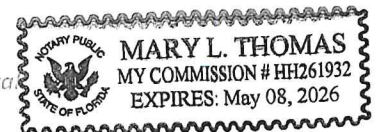
☒ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration: 

Mary L. Thomas

This document must be completed and returned with your Submittal





CITY OF PORT ORANGE

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

ADDENDUM #1

October 20, 2022

ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 26, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

NEW BID OPENING DATE

The bid opening date of October 31, 2022 at 2:30 p.m. is hereby changed to November 17, 2022 at 2:30 p.m.

NEW SITE VISIT

A non-mandatory site visit for the FPL room only is scheduled for 10:30 a.m. Thursday October 27, 2022 at the Water Reclamation Facility located at 817 Oak Street. Only potential bidders and their sub-contractors who attended the October 10, 2022 mandatory pre-bid meeting and site visit are qualified to attend. All attendees of this site visit will be required to sign in and provide their name, their firm's name and their contact information.

RFIs

Deadline for the FPL room site visit questions is November 3, 2022 at 5:00 p.m. Only qualified bidders and their sub-contractors who attended the October 27, 2022 site visit can submit questions. Questions must be specifically related to this site visit only. Non-related questions will not be accepted by the City.

FINAL ADDENDUM

The final addendum is scheduled to be published by 5:00pm on November 10, 2022 via the City's Purchasing web page at www.port-orange.org/bids.aspx and DemandStar website at www.demandstar.com.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

None

C. QUESTIONS & ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES remains unchanged.

END OF ADDENDUM #1



CITY OF PORT ORANGE

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

ADDENDUM # 2

November 4, 2022

ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 26, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING BID FORM

Bidders are advised they must complete REVISED (Attachment 1) Schedule of Unit Pricing Bid Form. If Bidder does not complete and include with bid submittal REVISED (Attachment 1) Schedule of Unit Pricing Bid Form, their bid will be deemed non-responsive.

REVISED (Attachment 1) Schedule of Unit Pricing Bid Form supersedes the (Attachment 1) Schedule of Unit Pricing Bid Form and is hereby added to ITB #22-10. REVISED (Attachment 1) Schedule of Unit Pricing Bid Form is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

A. CLARIFICATIONS:

1. The plans show air cushioned check valve, the spec sheet specifies oil buffer check valve. Please let me know which valve I need to spec.

CLARIFICATION: *The check valves required for this project are as shown on the plans, air cushioned check valves.*

2. The 16"x 12" flanged 90 elbow on the discharge side of the pump shows to be rotated. A standard flanged 12" is 30 degrees per one bolt hole rotation. According to this information the proposed 11.25 degree elbow will not bring the pipe back to the correct angle.

CLARIFICATION: *16"x12" reducing elbow to be FLxPE. A megaflange can be used on the PE side of the elbow to satisfactorily line up with 11.25 FL bend.*

B. CHANGES TO SPECIFICATIONS:

ATTACHMENT 2 EAST MASTER LIFT STATION DESIGN SECTION 13300

1. Add the following new sentence to paragraph 1.1, letter C, item 1 (page 13300-1):
Provide the services of the SCADA SUPPLIER outlined in 1.01 D, below.

2. Add the following new item Number 16 to paragraph 1.1, letter C (page 13300-2):
Coordinate with the CONTRACTOR, SCADA SUPPLIER AND CSE throughout all phases of the design, development, implementation, and testing for a complete and fully integrated PICS system.
3. Replace the text: "All work covered in 1.01 C shall be provided by:" in paragraph 1.1 C, item 15 (page 13300-2), with the following new text: ***Approved SYSTEM SUPPLIER firms shall be...***
4. Replace the text: "All work covered in 1.01 D shall be provided by:" in paragraph 1.1 D, item 5 (page 13300-2), with the following new text: ***Approved SCADA SUPPLIER firms shall be...***
5. Replace the text: "review project shop drawings" in 1.1 E, item 2, (page 13300-3) with the following new text: ***work with the SYSTEM SUPPLIER during shop drawings development...***

C. QUESTIONS AND ANSWERS:

QUESTION #1: What is the engineer's estimate?

ANSWER: \$4,700,000

QUESTION #2: Can a site visit be scheduled with FPL to unlock the existing transformer vault room to see what needs to be demolished? If not, can photos and or a drawing of what is in the room be provided?

ANSWER: Please refer to Addendum # 1.

QUESTION #3: Who is the preferred integrator for the plant's instrumentation and controls? Can a contact be provided?

ANSWER: Please refer to approved Systems Supplier listed in specification 13300 section 1.1 C.15.

QUESTION #4: Are the two FPL pullboxes shown on sheet E-02 required to be the above ground pullbox in detail 5 on sheet E-17?

ANSWER: Yes.

QUESTION #5: Is the intent to run (4) new 4" conduits overhead from the new FPL transformer to the existing Main Breaker MB-1? Or is the intent to intercept the existing conduits underground?

ANSWER: Per E-12, bidder should include new conduit in their bid submittal. However, we can discuss intercepting if requested by the awarded Contractor.

QUESTION #6: Are all the fiber optic cable runs shown on sheet I-04 existing and shown for reference only?

ANSWER: Yes. Fiber optic cable runs shown on I-4 are existing and shown for reference.

QUESTION #7: Will temporary power be needed for the equipment shown being fed by the switchboards on sheet E-03 during construction?

ANSWER: The generator should provide this power while the service is being switched as shown on E-3. However, the Contractor is required to have power available for the plant at all times.

QUESTION #8: Sheet E-02 shows the existing FPL Primary underground loop feed. Does this primary feed other parts of the plant that may need temporary power during construction?

ANSWER: No.

QUESTION #9: Does the plant have existing generators that can be utilized during the FPL service transfer? If so, will the contractor be responsible for the fuel? The generator would have to run continuously until the work was completed.

ANSWER: We see this switchover as 2 days maximum. The City's generator can be used during this time. The awarded Contractor is not responsible for the fuel.

QUESTION #10: Who is the manufacturer of Switchboard SWBD2 shown on sheet E-03?

ANSWER: Square D QED.

QUESTION #11: Are any other gear manufacturers accepted?

ANSWER: No.

QUESTION #12: Is the lighting panel "LTG PNL" shown on sheet E-15 to be provided in this contract? Can a panel schedule be provided for this panel?

ANSWER: This panel is not being provided under this contract.

QUESTION #13: Is the PICS Network service rack and Fiber patch panel shown on sheet E-15 to be provided in this contract?

ANSWER: Yes. Provide PICS Network Server Rack (NSR) in the Operations Building housing the PlantPax DCS data center and network equipment, per specification 13300 section 1.1 C.11.

QUESTION #14: The terminal junction box shown on sheet E-15 is 304 stainless-steel. Spec section 161101/1.2/G mentions 316 stainless. Which type of stainless steel is required for outdoor termination cabinets?

ANSWER: 304 stainless steel is acceptable.

QUESTION #15: Type EYSR conduit seals are shown on sheet E-16. EYS type conduit seals are shown in spec section 161101/1.2/C. Which conduit seal type is required?

ANSWER: All seals are EYSR type.

QUESTION #16: Will the 5" and 4" underground FPL conduits be provided and installed by the electrical contractor? FPL Primary conduit will be provided by FPL and installed by the Contractor.

ANSWER: FPL Primary conduit will be provided by FPL and installed by the awarded Contractor.

QUESTION #17: Are any of the FPL underground conduits to be concrete or steel reinforced concrete encased?

ANSWER: No.

QUESTION #18: Is there an engineer's estimate for this project?

ANSWER: Please refer to Question & Answer # 1.

QUESTION #19: Note 2 on sheet E-02 says that FPL will provide and install the ESCO Switch Cabinet. Can it be confirmed that they will provide and install this cabinet?

ANSWER: ESCO Switch Cabinet to be provided and installed by the awarded Contractor.

QUESTION #20: Will FPL provide and install the new transformer?

ANSWER: Yes

QUESTION #21: Is the electrical contractor to provide and install the precast pads for the transformer, ESCO switch cabinet, and FPL pull boxes?

ANSWER: Yes

QUESTION #22: Is the electrical contractor responsible for all the FPL conduit work shown on sheet E-02?

ANSWER: Yes

QUESTION #23: Are splices approved in the new FPL pull boxes?

ANSWER: This work is by FPL.

QUESTION #24: The project currently bids on Monday, 10/31. Can the bid date be moved back a few days to Thursday, 11/3?

ANSWER: Please refer to Addendum #1.

QUESTION #25: Due to the current equipment lead times being experienced, can the notice to proceed be delayed until all the equipment is received onsite?

ANSWER: The Notice to Proceed can be delayed to allow for long lead equipment delivery to the jobsite.

QUESTION #26: The sample contract, page 62, did not specify any liquidated damages. Are there liquidated damages required?

ANSWER: There are no liquidated damages for this project.

QUESTION #27: Sheet M-04 specifies the bypass pumping required while the East Master LS is shutdown. Does the bypass pump need to have a 2nd backup pump? What pump capacity(GPM) is needed for the bypass? Is a silent night package needed for the pump to reduce noise?

ANSWER: Bypass pumping shall be sized to handle plant flows, equivalent to the plant's capacity of 12 MGD. Silent Night package is not required.

QUESTION #28: Sheet E-12 shows a new FPL transformer. Are the fees for the FPL transformer to be paid directly by the City as the end user? If not, can an allowance be added to the bid form for the engineer's estimated cost for the new transformer?

ANSWER: Fees for the new FPL transformers are to be paid by the awarded contractor. A \$10,000 allowance is now added as Item # 13 to the Revised (Attachment 1) Schedule of Unit Pricing.

QUESTION #29: Sheet S-01 shows grouting required in the wet well chamber of the lift station. The General Contractor(GC) has no way of determining the amount of grit in the wet well. Will the City pump out the remaining sewage/grit in the wet well after shutdown? If not, can an estimated quantity be provided that the GC is to remove? What access is there to pump out the grit & get into the wet well?

ANSWER: The City will arrange for the removal of the remaining raw sewage and grit to be removed from the wet well after it is shut down and by-pass pumping has been installed and operational.

QUESTION #30: As there is no project specific painting schedule, are the new pumps & piping the only items to be painted?

ANSWER: Correct.

QUESTION #31: Spec 09 91 48 is for a wet well & manhole lining system. The plans do not show any wet well or manholes to be lined. Are any wet wells or manholes to be lined per this spec as part of this project?

ANSWER: There are no wet wells or manholes to be lined as part of this project.

QUESTION #32: Spec section 16370-1.2.D calls for the variable frequency drives(vfds) to integrate seamlessly with the PlantPax control system in spec 13327. Are the Allen-Bradley 750 series VFDs to be provided by the instrumentation system integrator or the electrical contractor?

ANSWER: Electrical Contractor.

QUESTION #33: Sheet I-04 shows the fiber optic network at the Oak St. WRF. The network fiber cable & any conduit shown on this sheet are all existing?

ANSWER: Please refer to Question & Answer # 6.

QUESTION #34: Does the City require USA only domestic piping, valves, fittings or restraints on this project?

ANSWER: No.

QUESTION #35: Please include Commerce Controls Inc. as System Supplier under 1.1-C-15 of Specification 13300. It is noted that the tasks and responsibilities of the CSE under 13300-1.1-E could (and ordinarily would) be performed by the System Supplier of 1. 1-C. Please consider rechanneling the tasks of 1. 1-E under the System Supplier; or otherwise approving those listed approved System Suppliers under 1.1-C-15 as also approved for the CSE under 1.1-E, where they meet the requirements.

ANSWER: The City is unable to include Commerce Controls due to the solicitation's timeline. The CSE is an independent third party hired by the SYSTEM SUPPLIER to ensure that the SYSTEM SUPPLIER's implementation of the PICS PlantPax DCS is in accordance with Rockwell Automation PlantPax requirements.

In all other respects, except as specifically stated herein, the subject ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES remains unchanged.

END OF ADDENDUM #2



CITY OF PORT ORANGE

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

ADDENDUM #3

November 9, 2022

ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 26, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

REVISION II (ATTACHMENT 1) SCHEDULE OF UNIT PRICING BID FORM

Bidders are advised they must complete **REVISION II (Attachment 1) Schedule of Unit Pricing Bid Form**. If Bidder does not complete and include with bid submittal **REVISION II (Attachment 1) Schedule of Unit Pricing Bid Form**, their bid will be deemed non-responsive.

REVISION II (Attachment 1) Schedule of Unit Pricing Bid Form supersedes **REVISED (Attachment 1) Schedule of Unit Pricing Bid Form** and is hereby added to ITB #22-10. **REVISION II (Attachment 1) Schedule of Unit Pricing Bid Form** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

A. CHANGES TO SPECIFICATIONS:

Insert the following into Section 33 12 00 as 2.1 G. :
Restrained Flange Adapter

- A. Restrained flange adapters shall be of the size and pressure rating required for each installation and shall be suitable for use on either PVC, Steel, HDPE (with inserts) or ductile iron pipe.
- B. Restrained flange adapters shall be used in lieu of threaded or welded flanged spool pieces. Flange adapters shall be made of ductile iron conforming to ASTM A536, 65-45-12, and have flange bolt circles that are compatible with ANSI/AWWA C110/A21.10.

Specification Section 13320

1. Replace the text: "ftServer 2910 (10 cores)" in paragraph 2.1 A, (page 13320-2) with the text: **ftServer 4910 (20 cores):**
2. Replace the text: "64GB" in paragraph 2.1 A, item 2, (page 13320-2) with the text: **128GB...**
3. Replace the text: "1.8TB" in paragraph 2.1 A, item 2, (page 13320-2) with the text: **3.0TB...**

4. Replace the text: "Four 32 GB DDR4 RDIMM. Eight 600GB 15K 12Gb SAS 2.5-inch HDD." in paragraph 2.1 A, item 11, (page 13320-2) with the text: ***Eight 32 GB DDR4 RDIMM. Eight 600GB 15K 12Gb SAS 2.5-inch HDD. Two 1.2 TB 10K 12Gb SAS 2.5-inch HDD.***
5. Delete the text "open rack" in paragraph 2.1, item B (page 13320-3).

Specification Section 13325

1. Replace the text: "16" in paragraph 2.2 A.4-c, item ii-b, (page 13325-3) with the text: ***8l.***

Specification Section 13327

1. Replace the text: "a virtual" in paragraph 2.4 C, (page 13327-10) with the text: ***a redundant virtual...***
2. Add the text: ***6. FactoryTalk AssetCentre Disaster Recovery plus 25 assets add-on.*** after paragraph 2.4.C, item 5, (page 13327-10).
3. Add the text: ***7. SQL server 2019 standard edition.*** after paragraph 2.4.C, item 6, (page 13327-10).
4. Add the text: ***7. Virtual Image Server Templates for AssetCentre, OWS, EWS, SQL.*** after paragraph 2.4 D, item 6, (page 13327-10).
5. Add the text: ***8. FactoryTalk View SE Redundant Server Unlimited Display.*** after paragraph 2.4 D, item 7, (page 13327-10).
6. Delete Item 3, paragraph 2.10.C in (page 13327-14).
7. Delete paragraph 2.11. in its entirety.
8. Replace the text: "The manufacturer shall provide access to TechConnect Knowledgebase content as an ongoing resource." in paragraph 3.03 item B, (page 13327-20), with the text: ***The SYSTEM SUPPLIER shall provide one-year subscription for Rockwell TechConnect and one-year subscription for 365-day access Learning + single user, commencing at substantial completion of the project.***

Specification Section 13360

1. Replace the text: "Single" in paragraph 2.1, item D, (page 13360-2) with the text: ***12 pair single...***

Specification Section 16050

1. Replace the text in section 1.2. C, (page 16050-2):
"Contractor shall include \$75,000.00 as a bid allowance for all FPL work as shown on the electrical drawings which shall include the following" with the following text: ***Contractor shall include \$135,000.00 as a bid allowance for all FPL work as shown on the electrical drawings which shall include the following...***
2. Insert the following into Part 1:

1.19 DEMOLITION

- A. Remove all electrical work associated with equipment shown to be removed (TBR) except those portions indicated to remain or be reused. Remove all unused exposed conduit and wiring back to point of concealment. Remove unused wiring in concealed conduits back to source (or nearest point of usage). Electrical work to be removed corresponds to the associated mechanical equipment to be removed.

- B. Where electrical systems pass through the demolition areas to serve other portions of the premises, they shall remain or shall be suitably relocated and the system restored to normal operation. Coordinate outages in systems with the Owner. Where duration of proposed outage cannot be allowed by the Owner, provide temporary connections as required to maintain service.
- C. All removals and relocations of existing installations cannot be completely detailed on the Drawings. Survey the site before submitting bid proposal.
- D. Continuous service is required on all circuits and outlets affected by these changes, except where the Owner will permit outage for a specific time. Obtain Owner's written consent before removing any circuit from continuous service.
- E. Where required to disconnect and/or remove any part of an existing circuit, reconnect that circuit to reestablish service in the remaining portion.
- F. Remove exposed conduits, wireways, outlet boxes, pull boxes and hangers made obsolete by the alternations, unless specifically designated to remain. Exposed conduits shall be removed back to point of concealment, where they shall be cut and threaded for a cap. A threaded cap shall then be installed. Conduits may be removed back to first coupling if within 3-inches of point of concealment. Cut back in traffic areas to the floor level and patch.
- G. Repair all walls to "Like new" condition and paint to match existing wall color.

1.20 DISPOSITION OF REMOVED MATERIALS AND EQUIPMENT

- A. In general, it is intended that all materials and equipment indicated to be removed and disposed of by the CONTRACTOR shall, upon removal, become the CONTRACTOR's property and shall be disposed of off the site by the CONTRACTOR, unless otherwise directed by the Owner.
- B. Reuse of wire will not be permitted. An exception is the reuse or relocation when wire is part of an existing lighting branch circuit and reuse or relocation is specifically designated and can be accomplished without removing and re-pulling the wire.
- C. All reusable and salvageable disconnect switches, starters, control devices, control panels and instruments, receptacles, light fixtures, etc. shall be sorted and returned to the Owner.
- D. All electrical equipment to be salvaged shall be removed and shall be moved by the CONTRACTOR to a location on the site for storage as directed by the Owner."

CHANGES TO DRAWINGS:

Electrical Drawings

1. Delete the following drawings:
E-02, E-03, E-10, E-11, E-12, E-14, E-16 and E-17

Insert the following NEW drawings in their place:
E-02, E-03, E-10, E-11, E-11A E-12, E-14, E-16 and E-17

(Attachment 4) New Drawings is hereby added to ITB #22-10. **(Attachment 4) New Drawings** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

B. CLARIFICATIONS:

None

C. QUESTIONS & ANSWERS:

QUESTION #1: Please be advised that the specified APCO, CVS-6000-BMB has a Bottom Mounted Oil Buffer. The other named manufacturer model #206 is for a side mounted Air Cushioned Cylinder. Please provide clarification if a Bottom Mounted Buffer is required or are the side mounted Pneumatic (Air) Cylinders acceptable?

ANSWER: Please refer to Clarification No.1 on Addendum #2.

QUESTION #2: There are no specs for flange coupling adapters and equipment connection couplings. Please provide a spec for these items or specify material of construction.

ANSWER: Please refer to: A. Changes to Specifications on page 1 of this Addendum.

QUESTION #3: Please specify which check valve is needed for this project? Plans list air cushioned check valve while specs are for an oil cushioned check valve. if air cushioned check valves are required, please provide a spec.

ANSWER: Please refer to Clarification No.1 on Addendum #2

QUESTION #4: There are no specs or details on the pipe supports for this project. What material of construction is required?

ANSWER: Pipe supports shall be sch40 stainless steel.

QUESTION #5: Is FPL installing the new transformer, switch, meter, and CT cabinet?

ANSWER: Yes.

QUESTION #6: What is the existing switchboard manufacturer?

ANSWER: The existing switchboard manufacturer is General Electric.

QUESTION #7: During the intercept of the FPL primary, will the existing lift station be shut down? Will any backup generators be required?

ANSWER: Power needs to be continuously provided to the existing lift station building. It contains an electrical room which controls other process equipment throughout the plant.

QUESTION #8: The check valve spec calls for oil cushioned check valves but the plans, sheet M-02, show air cushioned. Which is correct?

ANSWER: Please refer to Clarification No.1 on Addendum #2.

In all other respects, except as specifically stated herein, the subject ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES remains unchanged.

END OF ADDENDUM #3

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 are equal with respect to price, quality and service are received by the City for 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 a 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 the 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 the 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 an 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.

McMahan Construction Co., Inc.

Name of Business


Authorized Signature

John Justus, Jr., Executive Vice President

Printed Name and Title

STATE OF: FLORIDA COUNTY OF: VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of November, 2022, by John Justus, Jr. and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:



Mary L. Thomas

This document must be completed and returned with your Submittal



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

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

Before me, the undersigned Authority, personally appeared affiant John Justus, Jr., who, being by me first duly sworn, made the following statement:

1. The business address of McMahan Construction Co., Inc. (name of Offeror or business) is
123 East Indiana Avenue, DeLand, FL 32724.
2. My relationship to McMahan Construction Co., Inc. (name of Offeror or business) is Executive Vice President (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____ . A copy of the order of the Division Administrative Hearing is attached.~~
(Draw a line through paragraph 7 if paragraph 6 above applies)

STATE OF: FLORIDA
COUNTY OF: VOLUSIA

McMahan Construction Co., Inc.

Name of Business

John Justus, Jr.
Authorized Signature

John Justus, Jr., Executive Vice President
Printed Name and Title

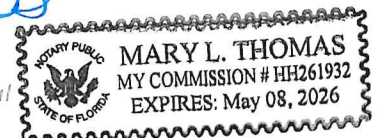
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of November, 2022, by John Justus, Jr. and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration: Mary L. Thomas

This document must be completed and returned with your Submittal



FORM 7.6 – ANTI-COLLUSION FORM

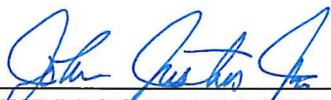
ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: McMahan Construction Co., Inc.

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

PRINTED SIGNATURE: John Justus, Jr.

TITLE: Executive Vice President

ADDRESS: 123 East Indiana Avenue

CITY, STATE AND ZIP CODE: DeLand, FL 32724

TELEPHONE: (386) 734-1071 FAX: (386) 738-2692

COMPLETION TIME: 335 / 365

F.E.I.N.: 59-2036678

NO bid may be withdrawn for a period of one hundred twenty (120) 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, question may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Bidder: McMahan Construction Co., Inc.
- B. Permanent main office address: 123 East Indiana Avenue, DeLand, FL 32724
- C. Date organized: Incorporated November 1, 1980 (In business since 1966)
- D. If a corporation, where incorporated: 1980 State of Florida
- E. How many years have you been engaged in the business under your present firm or trade name? 56 Years
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL SEE ATTACHED**
We specialize in Water & Wastewater Treatment Facilities,
- G. General character of work performed by your company: Lift Stations and Utilities.
- 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 SEE ATTACHED**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** See Attached
- L. Experience in work similar to this type of project: Many Lift Station jobs - see attached work history
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL SEE ATTACHED RESUMES**
- N. Credit currently available: \$ 150,000.00
- O. Give bank name, contact name and phone number: Wells Fargo: Chris Pardue (904) 351-7385 chris.pardue@wellsfargo.com
- 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, form or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Bidder’s Qualifications.

STATE OF: FLORIDA

COUNTY OF: VOLUSIA

McMahan Construction Co., Inc.

Name of Business

John Justus, Jr.
Authorized Signature

John Justus, Jr., Executive Vice President
Printed Name and Title

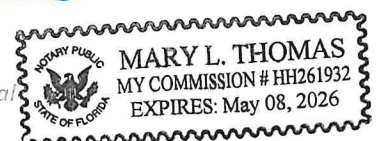
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of November, 2022, by John Justus, Jr. and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration: Mary L. Thomas

This document must be completed and returned with your Submittal



McMahan Construction Co., Inc.
CONTRACTS ON HAND (11/17/22)

Start / End	Job Name / Info	Contract Amount	Anticipated Date of Completion	Owner	Engineer
10/2022 - Present	METAL WALKWAY GRATING REPLACEMENT and CONCRETE REPAIR at WATER TREATMENT PLANT - Edgewater Removal and replacement of metal walkway components at three locations within the City of Edgewater Water Treatment Plant. Original walkways were constructed circa 1992 with 2" x 2" angle iron brackets...they are corroded and in need of replacement. In one location, (the filters), the City intends to reuse the existing aluminum grating.	\$ 115,000.00	TBD	CITY OF EDGEWATER 104 North Riverside, Edgewater, FL 32132 Robert Polizzi, Jr., Water Plant Manager (386) 424-2400 xt. 4031 rpolizzi@cityofedgewater.org	MEAD & HUNT, INC. 4401 Eastport Parkway, Port Orange, FL 32127 Andrew Gianinni, P.E., (386) 761-6810 / (386) 761-3977 Fax andrew.gianinni@meadhunt.com
09/2022 - Present	WRF SOUTH REUSE PUMP STATION - DeLand Construction of a new high-service pump station (4,500 gpm) and approx. 4,000 lineal feet of 16-inch reuse water main along with related site improvements on City owned WRF site.	\$ 2,641,000.00	04/2023	CITY OF DELAND 1102 S. Garfield Ave., DeLand, FL 32724 Jim Alles, Utilities Director (386) 626-7253 jalles@deland.org	MEAD & HUNT, INC. 4401 Eastport Parkway, Port Orange, FL 32127 Andrew Gianinni, P.E., (386) 761-6810 / (386) 761-3977 Fax andrew.gianinni@meadhunt.com
01/2022 - Present	INDIAN HARBOR ESTATES PUMP STATION - Oak Hill ** We are Sub to Metro Equipment Services, Inc., 9425 SW 72nd St., Suite 150, Miami, FL 33173 - (305) 596-7741 Contact: Roberto Ponce de Leon, Daniel Gonzalez Construction of a vacuum wastewater collection system for approx. 280 homes in the Indian Harbor Estates Development in Oak Hill.	\$ 1,447,287.87	07/2023	CITY OF OAK HILL 234 US Hwy 1, Oak Hill, FL 32759 Kohn Evans, City Administrator (386) 345-3522 evansk@oakhill.com	MEAD & HUNT, INC. 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blaise, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.blaise@meadhunt.com
12/2021 - Present	REHABILITATION OF GLENCOE WELL SITES NO. 2 AND NO. 3 - UCNBSB Demo the existing well house, concrete slab and discharge assembly at both well sites, existing well head and concrete pedestals are to remain. Furnish & install new discharge assembly to the existing well heads, including air release valve, swing check valve with limit switch, isolation valve, pressure gauge, sample taps & reinstall salvaged flow meters, site work, etc...	\$ 1,078,000.00	09/2022	UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH 200 Canal Street, New Smyrna Beach, FL 32168 Darren Phegley, P.E. - Construction Supervisor (386) 424-3072 dphegley@ucnbsb.org	CPH ENGINEERS, INC. 500 West Fulton Street, Sanford, FL 32771 Rocco Nasso, P.E. (407) 322-6641 / Fax (407) 330-0639 rnasso@cphecnr.com
03/2022 - Present	YANKEE LAKE WRF REPAIR & REHABILITATION - Seminole County Replace two existing buried manholes with new pre-cast manholes, recoat four existing buried manholes, remove & replace two existing anoxic tank mixers with new units, remove & replace a portion of aboveground piping and instrumentation (for internal recycle) with new upsized pipe, fittings, valves and instruments. Remove and replace the digester sludge loading system. Provide 4 pipe support slabs at new internal recycling pipe, provide concrete splash block at new digester sludge loading pipe, demolish motors for anoxic mixers, replace existing magnetic flowmeter, etc...	\$ 762,300.02	10/2022	SEMINOLE COUNTY 1101 East First Street, Sanford, FL 32771 Michael Boggs, Project Manager (407) 665-2026 / (407) 665-2041 mboggs@seminolecountycl.gov	CDM SMITH 101 Southhall Lane, Suite 200, Maitland, FL 32751 Vipin Pangasa, P.E. (407) 660-2552 / (407) 875-1161 Fax vpangasa@cdmsmith.com
01/2022 - Present	POTABLE WATER WELL #15 - Flagler Beach Furnish & install submersible well pump, mechanical piping, site work, fencing, electrical and instrumentation. Alternate bid items include approx. 900 LF of 12" raw water main installed within the Citation Blvd. right-of-way from the well site to the City's existing raw water main.	\$ 560,500.00	10/2022	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Jim Ramer, Project Coordinator (386) 517-2042 / (386) 517-2008 Fax jramer@cityofflaglerbeach.com	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Andrew Gianinni, P.E., (386) 761-6810 / (386) 761-3977 Fax andrew.gianinni@meadhunt.com

[illegible]

McMAHAN CONSTRUCTION CO., INC.
RECENT CONTRACT HISTORY
Plant Division

Year	Job #	Name/Description	Contract Amount	Owner	Engineer
019	1227	FLAGLER BEACH WWTP IMP PHASE III - FLAGLER BEACH	\$ 441,068.30	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Fred Griffith, City Engineer fgriffith@cityofflaglerbeach.com (386) 517-2000 xt. 243 / (386) 517-2008 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blais, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.blais@meadhunt.com
019	1228	WTP CHEMICAL FEED SYSTEM UPGRADES - ORMOND BEACH	\$ 46,916.00	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 George Lavatelli, P.E. (386) 676-3584 / (386) 676-3294 Fax george.lavatelli@ormondbeach.org	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 George Lavatelli, P.E. (386) 676-3584 / (386) 676-3294 Fax george.lavatelli@ormondbeach.org
019	1229	WRF IMPROVEMENTS - CASSELBERRY	\$ 1,577,705.00	CITY OF CASSELBERRY 95 Triplet Lake Drive, Casselberry, FL 32707 Tara Lamoureux, P.E. (407) 262-7700 Ext. 1228 (407) 262-7762 Fax tlamoureux@casselberry.org	HAZEN AND SAWYER 919 Lake Baldwin Lane, Suite 200, Orlando, FL 32814 Frederick R. Holmes, P.E. (407) 367-2626 / (407) 367-2627 Fax fholmes@hazenandsawyer.com
20	1230	WELL NO. 48 OUTFITTING AT MAGDALENA WTP NO. 16 - DELTONA	\$ 542,952.79	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax jpeters@deltonafl.gov	TETRA TECH 201 East Pine St., Suite 1000, Orlando, FL 32801 Robert Smith, P.E. (407) 839-3955 / (407) 839-3790 Fax scott.smith@tetratech.com
20	1231	SOUTH BEACH PUMP STATION UPGRADES - UCNSB	\$ 894,151.04	UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH 200 Canal Street, New Smyrna Beach, FL 32168 Darren Phegley, P.E. - Construction Supervisor (386) 424-3072 dphegley@ucnsb.org	ERS ENGINEERING, INC. 5775 Timuquana Rd., Jacksonville, FL 32210 Derek Wainscott, P.E. (904) 777-3089 / (904) 777-3726 Fax dwainscott@ersengineering.com
20	1232	WTP IMPROVEMENTS & NEW POTABLE WELL #2 - ASTATULA	\$ 546,067.00	TOWN OF ASTATULA 25009 County Road 561, Astatula, FL 34705 Graham Wells (352) 742-1100 / (352) 742-1970 Fax gwells@astatula.org	SALTUS ENGINEERING, INC. P.O. Box 8969, Fleming Island, FL 32006 David Bolam, P.E. (904) 742-6545 dibolam@saltuseng.com
21	1233	KMART PUMP STATION IMPROVEMENTS - DeLAND	\$ 357,990.00	CITY OF DELAND 1102 S. Garfield Ave., DeLand, FL 32724 Keith Riger, P.E. (386) 626-7197	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blaise, P.E. (386) 761-6810 / (386) 761-3977 Fax
21	1234	NW RECLAIMED WATER STORAGE TANK & PUMP STATION - DeLAND	\$ 2,924,000.00	CITY OF DELAND 1102 S. Garfield Ave., DeLand, FL 32724 Keith Riger, P.E. (386) 626-7197	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blaise, P.E. (386) 761-6810 / (386) 761-3977 Fax
21	1235	POTABLE WATER WELL #15 - Flagler Beach	\$ 560,500.00	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Jim Ramer, Project Coordinator (e-mail) (386) 517-2042 (386) 517-2008 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Andrew Gianinni, P.E. (386) 761-6810 / (386) 761-3977 Fax andrew.gianinni@meadhunt.com
21	1236	YANKEE LAKE WRF REPAIR & REHABILITATION - SEMINOLE COUNTY	\$ 762,313.30	SEMINOLE COUNTY 1101 East First Street, Sanford, FL 32771 Michael Boggs, Project Manager (407) 665-2041 mboggs@seminolecountyfl.gov	CDM SMITH 101 Southhall Lane, Suite 200, Maitland, FL 32751 Vipin Pangasa, P.E. - Project Manager (407) 660-2552 vpangasa@cdmsmith.com

McMAHAN CONSTRUCTION CO., INC.
RECENT CONTRACT HISTORY
Plant Division

Year	Job #	Name/Description	Contract Amount	Owner Contact/Phone #	Engineer Contact/Phone #
2016	1218	LIFT STATION #2 UPGRADES - UCNSB	\$ 601,602.40	UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH 200 Canal Street, New Smyrna Beach, FL 32168 Dana Hale, P.E. (386) 424-3037	ERS ENGINEERING 5775 Timuquana Rd., Jacksonville, FL 32210 Eric Shultz, P.E. (307) 777-3089
2016	2161	AND NEW RAW WATER MAIN, PHASE 2 - PALM COAST	\$ 1,364,878.28	CITY OF PALM COAST 160 Lake Ave., Palm Coast, FL 32164 Mary Kronenberg (386) 986-2306	McKIM & CREED 160 Cypress Point Pkwy., Suite C214 Palm Coast, FL 32164 Scott Spooner, P.E. (386) 274-2828
2017	1219	VALOR BLVD. REUSE STORAGE TANK & P.S. - DAYTONA BEACH	\$ 3,744,885.33	CITY OF DAYTONA BEACH 301 S. Ridgewood Ave., Daytona Beach, FL 32114 Nichole Lloyd (386) 671-8813 / lloydnichole@codb.us	McKIM & CREED 139 Executive Circle, Suite 201, Daytona Beach, FL 32114 Mark Ralph, P.E. (386) 274-2828 / (386) 274-1393
2017	1220	ALEXANDER AVE. RECLAIMED WATER AUGMENTATION FACILITY, Deltona	\$ 10,094,069.97	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax jpeters@deltonafl.gov	TETRA TECH 201 East Pine St., Suite 1000, Orlando, FL 32801 Rasesh Shah, P.E. (407) 839-3955 / (407) 839-3790 Fax
2018	1222	FLAGLER BEACH WELL #12R (we are sub to Connect Consulting)	\$ 114,000.00	CITY OF FLAGLER BEACH P.O. Box 70, Flagler Beach, FL 32136 Fred Griffith, City Engineer fgriffith@cityofflaglerbeach.com (386) 517-2000 xt. 243 / (386) 517-2008 Fax	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Kevin Lee, P.E. (386) 761-6810 / (386) 761-3977 Fax
2018	1223	DELTONA NORTH WTP IMP.	\$ 1,981,908.00	COUNTY OF VOLUSIA 123 West Indiana Ave., DeLand, FL 32720 Dr. Erin Reed (386) 943-7027	CDM SMITH 101 Southhall Lane, Suite 200, Maitland, FL 32751 David Prah (407) 660-2552
2018	1224	ATC Campus Thermal Energy Storage (TES) Tank & Site Work - Daytona State College <i>*We are sub to Cron Corp.</i>	\$ 172,256.00	DAYTONA STATE COLLEGE 1200 W. International Speedway Blvd., Building 5 Daytona Beach, FL 32114 (386) 506-3059	SGM Engineering, Inc. 935 Lake Baldwin Lane, Orlando, FL 32814 (407) 767-5188 / (407) 767-5772 Fax
2019	1225	DELTONA LAKES WWTP BARSCREEN REPLACEMENT - DELTONA	\$ 69,985.00	CITY OF DELTONA 2345 Providence Blvd., Deltona, FL 32725 John Peters, Public Works Director (386) 878-8973 / (386) 878-8971 Fax jpeters@deltonafl.gov	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blais, P.E. (386) 761-6810 / (386) 761-3977 Fax brad.blais@meadhunt.com
2019	1226	BREAKAWAY TRAILS GROUND STORAGE TANK & PUMP STATION - Ormond Beach	\$ 2,871,730.36	CITY OF ORMOND BEACH 22 South Beach Street, Ormond Beach, FL 32174 Shawn Finley (386) 615-7049 / Fax (386) 676-3321 shawn.finley@ormondbeach.org	MEAD & HUNT 4401 Eastport Parkway, Port Orange, FL 32127 Brad Blais, P.E. (386) 761-6810 / Fax (386) 761-3977

McMahan Construction Co., Inc. MAJOR EQUIPMENT 11/17/22

YEAR	DESCRIPTION	ID#
	TRUCKS - FLATBED/DUMP	
2008	Isuzu Flatbed 4yd capacity	JALC4W16587003372
2012	Ram 2012 Service Truck	3C7WDNBL7CG296611
2015	Ram 3500	3C7WRTCL3FG707169
2017	ASPT Dump Truck (2006 Int'l 4300) 10yd capacity	FLA102898
	CRANES	
2011	2011 Linkbelt RTC-8030II Crane	E8K12218
	BACKHOE'S ETC.	
	Bucket Forks	
1999	Cat 446B Backhoe/Loader	5BL 02075
2004	John Deere 544J Wheel Loader	DW544JZ591992
2003	IHI Mini Excavator Model 20 NX	0316
2006	JD 225 C Excavator w/bucket	FF225LX500743
2008	Kubota 5 Ton Excavator Model KX161-3S Series	33249
2005	JD Model 710G Backhoe	T0710GX942532
2012	Bobcat E80ea Hydraulic Excavator	AET311981
2012	Kubota Track Loader model SVL 75	12136
2013	Caterpillar 924K Wheel Loader	pwr01878
	TRAILERS - OFFICE	
1997	(Acton)Eubanks Office Trailer 20' x 8'	24-27555 1798
2003	Office/Connex Trailer - 40' ground level	CIMC 00653677
2021	Office/Connex Trailer - 20'	BBBU202301
	TRAILER - STORAGE	
2005	Anderson 20" Eq. Trailer 6 Ton	4YNBN20255C026924
1997	Great Dane Trailer	1GRAA962XVS020501
2015	Pressure Pump Trailer (American Made)	1A9EE1217GD853022
2023	Gator Made 25.9 Elite Gooseneck 13 ton	4ZIGF3521PS008421
	MISC. EQUIPMENT	
	Small Speed Compressor 5 hp (mounted in Warehouse)	
	Lincoln Welder	A752613
	3" Hydraulic Submersible Pump	
	Repairs to 3" Hydraulic pump	
2018	Reversible Plate Compactor - Toro	RP-700; SN: 316000405
	36" Wacker Plate Compactor	Model 3445
2005	4" Small Line Double Diaphragm Pump	Serial #HG9880411
2006	4" Small Line Double Diaphragm Pump	Serial # HG9980112
	Target Core Drill	RK says we have 2
	Target Core Drill	only one on depr

	Trench Box (new 9/98 aluminum)	
	1 Box Scraper for Ford Tractor	
	Bomag Vibratory Roller Tamp	s/nA219C1845U
	Top-Con Laser TP-L3B	PX0323
	Top Con TP-L4AV Laser	s/n VE0239
	Mueller Tapping Machine 005655	H-603-RFQ
	Tapping Machine	51808MI
	Drill bits & adapters (Tapping Mach)	
	Attachments for Skid Steere	
2016	Wacker 3" Trash Pump	24311068
2005	Tractor- Kubota M4900	vin #13741
	Street Brush	
	Fuel Tank - 500 gallon	
	Generator	
	Road Plate 5x10 (2)	

Professional Experience:

- 2008 - Present *Vice President & Utility Division Project Manager, McMahan Construction Co., Inc., Responsibilities include estimation, jobsite management, budget controls, project completion from start to finish, and contract scheduling.*
- 2003 – 2007 *Commercial Division Project Manager, McMahan Construction Co., Inc., Responsibilities included estimation, jobsite management, budget controls, project completion from start to finish, and contract scheduling.*
-

License:

- 2008 - Present State of Florida Certified Building Contractor
License No. CBC 1259026
-

Education:

- 2003 Appalachian State College - Boone, NC
Bachelor of Science Degree in Business Management &
Computer Information Systems
-

Projects have included:

- **2019, Breakaway Trails Ground Storage Tank & Pump Station – Ormond Beach, FL;** Owner: City of Ormond Beach; Architect: Mead & Hunt; Contract Amount: \$2,912,000.00
- **2018, Valor Blvd. Reuse Storage Tank & P.S – Daytona Beach, FL;** Owner: City of Daytona Beach; Architect: McKim & Creed; Contract Amount: \$3,744,885.33
- **2017, Southern Wellfield Expansion – Palm Coast, FL;** Owner: City of Palm Coast; Architect: McKim & Creed; Contract Amount: \$1,364,878.28
- **2016, Ft. Florida Rd. Water Main Extension – DeBary, FL;** Owner: City of DeBary; Architect: CPH Engineers, Inc.; Contract Amount: \$497,834.00
- **2016, Sperling Sports Complex Reclaim – DeLand, FL;** Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$430,232.00
- **2015, N. Peninsula Force Main Ext., LS Install. & WWTP Abandonment – Ormond Beach, FL;** Owner: Volusia County; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,138,694.45
- **2014, S. Peninsula 2" Water Main – Ormond Beach, FL;** Owner: City of Ormond Beach; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$891,593.25
- **2011, Volusia County Fairgrounds Storage Tank & Pump Station – DeLand, FL;** Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,036,000.00
- **2009, Tomoka Woods WTP & Wells – DeLand, FL;** Owner: City of DeLand; Architect: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$2,849,000.00

Professional Experience:

- 1987 – Present *Executive Vice President, McMahan Construction Co., Inc.,*
 Manager of Water and Wastewater Division. Responsibilities include estimation, jobsite management, budget controls, project completion from start to finish, and contract scheduling.
- 1986 *Assistant Project Developer, Anglin Construction, Inc.*
 Summer internship.
- 1984 & 1985 *Assistant Estimator, Russell & Axon Engineers, Inc.*
 Summer internship.
-

License:

- 2000 – Present State of Florida Certified Underground Utility Contractor
 License No. CU-C057309
- 1997 – Present State of Florida Certified General Contractor
 License No. CG-C059437
-

Education:

- 1998 University of Central Florida
 Orlando, FL
 Master's Degree in Business Administration.
- 1987 University of Florida
 Gainesville, FL
 Bachelor of Science Degree in Building Construction.
- 1981 – 1983 University of South Florida
 Tampa, FL
 Studied Civil Engineering
-

Projects have included:

- **2021, South Beach Pump Station Upgrades – New Smyrna Beach, FL;** Owner: Utilities Commission City of New Smyrna Beach; Engineer: ERS Engineering, Inc.; Contract Amount: \$894,151.05
- **2020, WRF Improvements – Casselberry, FL;** Owner: City of Casselberry; Engineer: Hazen & Sawyer; Contract Amount: \$1,528,130.00
- **2019, Deltona North WTP Improvements – Deltona, FL;** Owner: County of Volusia; Engineer: CDM Smith; Contract Amount: \$1,981,908.00
- **2018, Alexander Ave. Reclaimed Water Augmentation Facility – Deltona, FL;** Owner: City of Deltona; Engineer: Tetra Tech; Contract Amount: \$10,094,069.97
- **2017, Southern Wellfield Expansion – Palm Coast, FL;** Owner: City of Palm Coast; Engineer: McKim & Creed; Contract Amount: \$1,364,878.28
- **2016, Williamson Blvd. Regional Lift Station – Port Orange, FL;** Owner: City of Port Orange; Engineer: Quentin L. Hampton & Associates; Contract Amount: \$1,351,942.00
- **2015, Alexander Ave. Storage Tank – Deltona, FL;** Owner: City of Deltona; Engineer: Quentin L. Hampton & Associates; Contract Amount: \$2,389,380.00

Work Experience:

- 2004 – Present *Project Coordinator for Water and Wastewater Division, McMahan Construction Co., Inc., DeLand*
Supervision of water and wastewater crews, coordination of all projects including installation of mechanical equipment, pumps, mechanical pipe, building tanks, control rooms, office buildings and chlorination pumps and piping.
- 1997 – 2004 *Superintendent, McMahan Construction Co., Inc., DeLand*
Jobsite management, scheduling and quality control.
- 1992 – 1997 *Foreman, McMahan Construction Co., Inc., DeLand*
Supervision of water and wastewater crew.
- 1985 – 1992 *Equipment Operator, McMahan Construction Co., Inc., DeLand*
- 1983 – 1985 *Driver, McMahan Construction Co., Inc., DeLand*
-

Licenses and Certifications:

- First Aid Certification
 - CPR Certification
 - Confined Space Entry Certification
 - FMOT Work Zone Level III Certification
 - Hazard Communication Training Certification
-

Projects have included:

- **2021, South Beach Pump Station Upgrades – New Smyrna Beach, FL;** Owner: Utilities Commission City of New Smyrna Beach; Engineer: ERS Engineering, Inc.; Contract Amount: \$894,151.05
- **2020, WRF Improvements – Casselberry, FL;** Owner: City of Casselberry; Engineer: Hazen & Sawyer; Contract Amount: \$1,528,130.00
- **2019, Deltona North WTP Improvements – Deltona, FL;** Owner: County of Volusia; Engineer: CDM Smith; Contract Amount: \$1,981,908.00
- **2018, Alexander Ave. Reclaimed Water Augmentation Facility – Deltona, FL;** Owner: City of Deltona; Engineer: Tetra Tech; Contract Amount: \$10,094,069.97
- **2017, Southern Wellfield Expansion – Palm Coast, FL;** Owner: City of Palm Coast; Engineer: McKim & Creed; Contract Amount: \$1,364,878.28
- **2016, Williamson Blvd. Regional Lift Station – Port Orange, FL;** Owner: City of Port Orange; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$1,351,942.00
- **2015, Alexander Ave. Storage Tank – Deltona, FL;** Owner: City of Deltona; Engineer: Quentin L. Hampton & Associates, Inc.; Contract Amount: \$2,389,380.00

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of DeLand
Contact Person: Jim Ailes, Utilities Director
City, State: DeLand, FL
Telephone Number: (386) 626-7253
Email Address: ailesj@deland.org
Description of goods/services provided: NW Reclaimed Water Storage Tank & Pump Station
Contract Amount: \$2,924,000.00
Start/End Date of Contract: 06/2021 - 08/2022
2. Company Name: Utilities Commission City of New Smyrna Beach
Contact Person: Darren Phegley, P.E. - Construction Supervisor
City, State: New Smyrna Beach, FL
Telephone Number: (386) 424-3072
Email Address: dphegley@ucnsb.org
Description of goods/services provided: South Beach Pump Station Upgrades
Contract Amount: \$895,000.00
Start/End Date of Contract: 11/2020 - 05/2021
3. Company Name: City of Ormond Beach
Contact Person: Shawn Finley
City, State: Ormond Beach, FL
Telephone Number: (386) 615-7049
Email Address: shawn.finley@ormondbeach.org
Description of goods/services provided: Breakaway Trails Ground Storage Tank & Pump Station
Contract Amount: \$2,912,000.00
Start/End Date of Contract: 04/2019 - 09/2020

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

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

1. Contact Name: Jim Ailes, Utilities Director at City of DeLand
Phone: (386) 626-7253
Current Client: ☒ Yes ☐ No
Number of years of service provided: 20 (NW Reclaimed Water Storage Tank & Pump Station)
Description of service: Construction of a new 2.0 MG reclaimed water storage tank, hi-service pump station and related site improvements on a City owned site in the City's NW service area.
2. Contact Name: Darren Phegley, P.E., Construction Supervisor at Utilities Commission City of New Smyrna Beach
Phone: (386) 424-3072
Current Client: ☒ Yes ☐ No
Number of years of service provided: 10 (South Beach Pump Station Upgrades)
Description of service: New pedestals for motor/pump combo, new motorized louver for generator intake, controls, new 10-ton HVAC unit, interior and exterior metal, re-locate existing chlorine drain piping, etc...
3. Contact Name: Tara Lamoureux, P.E. at City of Casselberry
Phone: (407) 262-7700 Ext. 1228
Current Client: ☐ Yes ☒ No
Number of years of service provided: 2 (WRF Improvements)
Description of service: Rehabilitation and replacement of equipment, materials and structures at the WRF to include the Traveling Bridge Filter, Chlorine Contact Chamber, Transfer Pump Station and Effluent Pump Station

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 Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: Economy Electric 538 West Street, Daytona Beach, FL 32114 (386) 252-0573

Description of Work: Electric

Percent of Contract Price: 25%

Previous Experience Together: ☒ Yes ☐ No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

This document must be completed and returned with your submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# (as applicable): _____

Business Name: McMahan Construction Co., Inc.

Contact Person/Title: N/A

Mailing Address: _____ City, State, Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐ Headquarters ☐ Principal Place of Business

Within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****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 bid or proposal 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

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ Is personally know 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 7.11 – E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: WRF East Master Lift Station

Solicitation Number: ITB #22-10

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

Further, I certify all employees hired on or after January 1, 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 McMahan Construction Co., Inc. (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

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

John Justus, Jr., Executive Vice President
Print or Type Name, Title

Signature of Affiant

59-2036678
Federal Employer ID Number (FEIN)

Company ID #: 391834
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

17th day of November, 2022, by John Justus, Jr. and who:

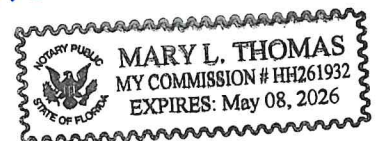
☒ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration: Mary L. Thomas

This document to be completed and returned with your Submittal

Handwritten signature of Mary L. Thomas in blue ink.



 An official website of the United States government [Here's how you know](#)

 Home Cases  Reports Resources   

My Company Account

My Company Profile

Company Information

Company Name	McMahan Construction Co, Inc.	Doing Business As (DBA) Name	N/A
Company ID	1724662	Enrollment Date	08/09/21
Employer Identification Number (EIN)	592036678	Unique Entity Identifier (UEI)	N/A
DUNS Number	N/A	Total Number of Employees	10 to 19
NAICS Code	238	Sector	Construction
Subsector	Specialty Trade Contractors		

Edit Company Information



Company ID Number: 391834

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the McMahan Construction Co., Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 391834

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 391834

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 391834

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 391834

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 391834

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 391834

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 391834

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



Company ID Number: 391834

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 391834

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 391834

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 391834

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 391834

Approved by:

Employer McMahan Construction Co., Inc.	
Name (Please Type or Print) Sherry Vaughn	Title
Signature Electronically Signed	Date 02/17/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/17/2022



Company ID Number: 391834

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	McMahan Construction Co., Inc.
Company Facility Address	123 East Indiana Avenue DeLand, FL 32724
Company Alternate Address	P. O. Box 223 DeLand, FL 32721-0223
County or Parish	VOLUSIA
Employer Identification Number	592036678
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 391834

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)



Company ID Number: 391834

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Sherry Vaughn
Phone Number	(386) 734 - 1071
Email Address	svaughn@mcmahanfl.com



Company ID Number: 391834

Page intentionally left blank

FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective 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 and Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted for had a civil judgement 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 statement 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.

McMahan Construction Co., Inc.
Organization Name

ITB #22-10
WRF East Master Lift Station Upgrades
Bid Number or Project Name

John Justus, Jr., Executive Vice President
Name and Title of Authorized Representative


Signature

11/17/22
Date

This document must be completed and returned with your Submittal

FORM 7.13 – NO SUBMITTAL RESPONSE FORM

N/A

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 #22-10 WRF East Master Lift Station Upgrades

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no response”.

- ☐ Specifications “too tight” or geared toward on 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.

**REVISION II (ATTACHMENT 1) SCHEDULE OF UNIT PRICING****BID FORM****CITY OF PORT ORANGE****ITB #22-10****WRF East Master Lift Station Upgrades****Completed REVISION II (Attachment 1) Schedule of Unit Pricing form MUST be included with Bid Submission****Instruction to save REVISION II Attachment from DemandStar website:****Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.****Bidders are required to complete all fields shaded in green.****REVISION II (ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED****NAME OF BUSINESS:** McMahan Construction Co., Inc.**CONTACT PERSON:** John Justus, Jr., Executive Vice President**EMAIL ADDRESS:** jjustus@mcmahand.com**AUTHORIZED SIGNATURE:**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Pre-Construction Video	1	LS	\$4,000.00	\$4,000.00
2	Mobilization and Demobilization	1	LS	\$180,000.00	\$180,000.00
3	Demolition	1	LS	\$125,000.00	\$125,000.00
4	Lift Station Pumps	3	EA	\$85,000.00	\$255,000.00
5	Concrete Pedestals	3	EA	\$25,000.00	\$75,000.00
6	16-inch Knife Gate Valves	6	EA	\$24,000.00	\$144,000.00
7	16-inch Check Valves	3	EA	\$12,000.00	\$36,000.00
8	Miscellaneous Pipe and Fittings	1	LS	\$207,000.00	\$207,000.00
9	Electrical	1	LS	\$1,128,000.00	\$1,128,000.00
10	Instrumentation and Controls	1	LS	\$1,500,000.00	\$1,500,000.00
11	Bypass Pumping	1	LS	\$230,000.00	\$230,000.00
12	Permit Allowance	1	LS	\$10,000.00	\$10,000.00
13	Fees for new FPL transformers Allowance	1	LS	\$135,000.00	\$135,000.00
14	Survey Layout & Record Drawings	1	LS	\$3,000.00	\$3,000.00
15	Bonds	1	LS	\$26,000.00	\$26,000.00
TOTAL BID PRICE (Items 1-15)					\$4,058,000.00



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

November 17, 2022

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

RE: McMahan Construction Co., Inc.
Project: WRF East Master Lift Station Upgrades

Dear Sir/Madam:

We have been handling the bond requirements of McMahan Construction Co., Inc. in excess of twenty years. During this time our experience has been excellent. They have an impressive construction "track record", an impeccable reputation, and are generally regarded as being one of the finest construction firms in the State of Florida.

Their bonding company is Berkley Insurance Company, one of the Nation's leading surety companies with an A.M. Best rating of A+, XV and a current Treasury Listing of \$570,758,000. We would have no problem writing bonds on single projects of \$10,000,000 and aggregate of \$15,000,000, subject to their usual underwriting requirements. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract review are met prior to issuing any bonds. Neither our agency, nor the surety are liable for any damages relating to this letter or project.

We recommend McMahan Construction Co., Inc. to you without hesitation as being a most reputable firm who we feel can be relied upon to fulfill any commitment they might make. We are proud to count them among our very top contractor clients.

Sincerely,

FLORIDA SURETY BONDS, INC.

Jeffrey W. Reich, CPCU
President



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

JUSTUS, JOHN EDWARD JR

MC MAHAN CONSTRUCTION CO INC
123 E INDIANA AVENUE
DELAND FL 32724

LICENSE NUMBER: CGC059437

EXPIRATION DATE: AUGUST 31, 2024

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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JUSTUS, JOHN EDWARD JR

MC MAHAN CONSTRUCTION CO INC
123 E INDIANA AVENUE
DELAND FL 32724

LICENSE NUMBER: CUC057309

EXPIRATION DATE: AUGUST 31, 2024

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.



"The Athens of Florida"

City of DeLand
Business Tax Receipt/ Fire Safety Permit
120 S. Florida Avenue
DeLand Florida 32720-5422
(386) 626-7007

2022 - 2023

BTR-1905

Receipt Holder: Robert Kellogg
P.O. BOX 223
123 E. INDIANA AVE.
DELAND, FL 32721

Business: McMahan Construction
Service Address: 123 E Indiana Ave
Business Type: Commercial
Description: Gen.Contractor/Bldg Contractor

DESCRIPTION	FEE
Gen.Contractor/Bldg Contractor	\$112.50

VALID

October 1, 2022 - September 30, 2023

The City of DeLand MUST be notified in writing if you decide not to operate your
business within the city limits of DeLand.

2022 / 2023

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 #: 198502100020

Expires: September 30, 2023

Business Location: 123 E INDIANA AVE

Business Name: MCMAHAN CONSTRUCTION CO INC

Owner Name: DEAN KELLOGG

Mailing Address 123 E INDIANA AVE
DELAND, FL 32724

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC059437	301C	11	\$36.00
Hazardous Waste Fee		HW	1	\$44.00

- 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: 08/03/2022
RECEIPT #: 477373
TOTAL TAX: \$175.00
PENALTY: \$0.00
TOTAL PAID: \$175.00



Business Name: MCMAHAN CONSTRUCTION CO INC
Owner Name: DEAN KELLOGG
Mailing Address 123 E INDIANA AVE
DELAND, FL 32724

Account #: 198502100020

Expires: September 30, 2023

Business Location: 123 E INDIANA AVE

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

State of Florida

Department of State

I certify from the records of this office that MCMAHAN CONSTRUCTION CO., INC. is a corporation organized under the laws of the State of Florida, filed on November 1, 1980.

The document number of this corporation is F02227.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 11, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2022*



Randy R. Lee
Secretary of State

Tracking Number: 3686846398CC

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	CONTACT NAME: Jamie Hanrahan PHONE (A/C, No, Ext): (386) 239-8882 FAX (A/C, No): (386) 323-9198 E-MAIL ADDRESS: Jamie.Hanrahan@bbrown.com
INSURED MCMAHAN CONSTRUCTION CO INC P O BOX 223 DELAND FL 32721-0223	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Assurance Company NAIC # 39462 INSURER B: Auto Owners Insurance Company 18988 INSURER C: Travelers Excess and Surplus Lines Company 29696 INSURER D: XL Specialty Insurance Company 37885 INSURER E: Westchester Surplus Lines Ins 10172 INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2022-23

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 ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			VUMA0289380	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			50-921-676-00	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-7S407360-22SNF	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 COMPLETED OPS AG \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	EQUIPMENT FLOATER INSTALLATION/ BUILDERS RISK			UM00031576MA22A	11/01/2022	11/01/2023	RENTED EQUIPMENT 500,000 INSTALLATION 2,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
FOR INFORMATION

CERTIFICATE HOLDER

CANCELLATION

MCMAHAN CONSTRUCTION CO INC

PO BOX 223

DELAND

FL 32721-0223

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED MCMAHAN CONSTRUCTION CO 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.) CG2010 1219 - ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS(ADDITIONAL INSURED-ONGOING OPERATIONS)
- 2.) CG2037 1219 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
- 3.) CG2032 0413 - ADDITIONAL INSURED- ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED
- 4.) CG2034 0413 - ADDITIONAL INSURED -LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN A LEASE AGREEMENT
- 5.) VCAS2035 1110 - (PRIMARY & NON-CONTRIBUTORY)
- 6.) CG2404 1219 - (WAIVER OF SUBROGATION)
- 7.) VCAS 99 90 04 18 (NOTICE OF CANCELLATION TO OTHERS)

AUTO LIABILITY

- 1.) 58504 0115 - (ADDITIONAL INSURED)
- 2.) 58583 0115 - (WAIVER OF SUBROGATION)

UMBRELLA

- 1.) EU0001 0716 - (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION)
THE UMBRELLA APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY, & EMPLOYERS LIABILITY.
- 2.) IL T4 00 0519 - DESIGNATED PERSON OR ORGANIZATION - CANCELLATION OR NON RENEWAL

EQUIPMENT

- 1.) CO 1072 04 02 - (BLANKET LOSS PAYEE)

ADDITIONAL POLICIES:

POLLUTION LIABILITY

POLICY # G70918687004

INSURER E-WESTCHESTER SURPLUS LINES INS-

EFF 1/1/22-1/1/24

LIMIT: \$2,000,000 OCCURRENCE

\$2,000,000 AGGREGATE

- 1.) ENV 3250 12 18 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS (BLANKET)
- 2.) ENV 3251 12 18 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD (BLANKET)
- 3.) ENV 3253 12 18 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE (BLANKET)
- 4.) ENV 3143 03 05 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2022

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
Sihle Insurance Group, Inc.
1021 Douglas Ave.
Altamonte Springs FL 32714

CONTACT
NAME: Certificate Department
PHONE (A/C, No, Ext): 407-869-5490 FAX (A/C, No): 407-389-3580
E-MAIL ADDRESS: Certificates@sihle.com

INSURED
McMahan Construction Company, Inc.
123 E Indiana Ave
De Land FL 32724

MCMACON-02

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Builders Mutual Insurance Company	10844
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 168827438

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP 1069310 02	1/1/2022	1/1/2023	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"FOR INFORMATION AND/OR BIDDING PURPOSES ONLY"

CERTIFICATE HOLDER

MCMAHAN CONSTRUCTION CO INC
PO BOX 223
DELAND FL 32721-0223

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

Julia Stamper

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION APPLIES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured McMahan Construction Company Inc.

Effective Policy No. WCP1069310

Endorsement No.
Premium

Insurance Company

Builders Mutual Insurance Company

Countersigned by _____

BID BOND

Bond No.: N/A

Executed in 2 Counterparts

KNOW ALL MEN BY THESE PRESENTS that McMahan Construction Co., Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 123 E. Indiana Avenue, DeLand, FL 32724, Tel.: 386-734-1071, (hereinafter called "PRINCIPAL"), and Berkley Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 475 Steamboat Road, Greenwich, CT 06830, Tel: 203-542-3800 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of Five Percent of Amount Bid-----dollars and (-----)/100 (\$--5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated November 17, 2022, for:

Project Name/Bid No.: ITB 22-10, WRF East Master Lift Station Upgrades

Project Address: 817 Oak Street, Port Orange, FL 32127

Legal Description: See Attached

Description of Work: Install and operate temporary bypass pumping system, remove existing pumps and replace with new screw centrifugal pumps, remove and replace existing variable frequency drives and pump controls, remove existing plug valves and replace with new knife gate valves, remove & replace existing check valves, etc...

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing 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 withing 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 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

17th day of November, 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 the original bid bond and financial statement of Surety Company).

PRINCIPAL: McMahan Construction Co., Inc.

Signature

John Justus, Jr., Executive V.P.

Corporate Officer & Title

ATTEST:

Signature

Sherry Vaughn, Corporate Secretary

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Dean Kellogg

Mary L. Thomas

SURETY: Berkley Insurance Company

Attorney-in-Fact (signature)

Gloria A. Richards, Attorney-in-Fact

Name & Title

Gloria A. Richards, FL Licensed Resident Agent

Name of Local Resident Agent

475 Steamboat Road, Greenwich, CT 06830

City, State, Zip
203-542-3800

Telephone:

A.M. Best No.: 003630 NAIC No.: 32603

STATE OF FLORIDA

COUNTY OF ORANGE

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

Signature of Affiant Gloria A. Richards

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

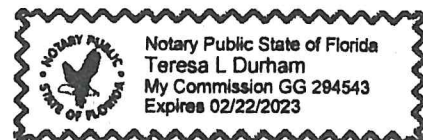
17th day of November, 2022, by Gloria A. Richards and who:

☒ is personally known to me; or ☐ has produced N/A as identification.

Teresa L. Durham

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



END OF BID BOND

This document must be completed and returned with your Submittal

**City of Port Orange Water Reclamation Facility
817 Oak Street, Port Orange, FL 32127**

Full Parcel ID:
41-16-33-04-01-0341

Short Parcel ID:
6341-04-01-0341

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

EXHIBIT "A"

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2021

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 11,675,582
Common & Preferred Stocks	5,849,526
Cash & Short Term Investments	259,279
Premiums Receivable	2,235,863
Other Assets	<u>3,780,497</u>
<u>Total Admitted Assets</u>	<u>\$ 23,800,748</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 12,229,179
Unearned Premium Reserves	3,797,873
Other Liabilities	<u>956,161</u>

Total Liabilities \$ 16,983,213

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,919,199
Unassigned Surplus	<u>3,855,325</u>

Total Policyholders' Surplus \$ 6,817,535

Total Liabilities & Surplus \$ 23,800,748

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Treasurer: Aaron Pearce
Asst. Treasurer: Susan Paula Tingleff

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kim E. Niv; Jeffrey W. Reich; Gloria A. Richards; Lisa Roseland; Susan L. Reich; Teresa L. Durham; Cheryl Foley; Sarah K. O'Linn; Robert P. O'Linn; or Emily Golecki of Florida Surety Bonds, Inc. of Maitland, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of June, 2021.

Attest:

(Seal)

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 10th day of June, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17th day of November, 2022

(Seal)

Vincent P. Forte
Vincent P. Forte

EXHIBIT "3"

ITB 22-10

Consisting of 149 Pages

Not attached, on file with office of the City Clerk



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

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

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

DATE: January 9, 2023

SUBJECT: Recommend award of construction contract to McMahan Construction Co., Inc for ITB 22-10 WRF East Master Lift Station Upgrades

REQUEST:

The Public Works & Utilities Department is requesting the City Council award the construction contract to McMahan Construction Co., Inc in the amount of \$4,058,000.00. for ITB 22-10 WRF East Master Lift Station Upgrades

PURPOSE:

This wastewater treatment system improvement project involves the design, permitting, and bidding assistance for the mechanical and electrical upgrades to the East Master Lift Station at the Water Reclamation Facility (WRF). This project is necessary to insure safe uninterrupted collection and treatment of wastewater.

CONSIDERATION:

The East Master Lift Station pumps raw sewage that comes from homes and businesses around the community into the elevated bar screens at the Water Reclamation Facility. The East is one of two Master Lift Stations located at the WRF. The Master Lift Stations each utilize three pumps with each pump having an inlet valve, an outlet valve, and an outlet check valve. The East Master Lift Station handles much of the influent plant flows and the equipment has sustained the greatest wear and tear with constant use over its years of operation. The condition of the pumps and associated valves are such that it is time for replacement to insure there is no failure of the system which would cause costly emergency repairs and by-pass pumping. The project includes replacing the existing variable frequency drives (VFD's), replacing the existing plug valves with knife gate valves, adding a knife gate isolation valve, and modifications to the wet well necessary to install a pre-rotation basin and leveling the wet well floor. The replacement of the valves

in combination with upgrading the pumps and electrical equipment will make the operations safer for the WRF Operations staff and overall operate more efficiently.

The project was bid in accordance with City Purchasing policy. Two bids were received:

McMahan Construction Co., Inc \$4,058,000.00

Danus Utilities, Inc. \$6,888,000.00

The Public Works and Utilities Director will be working with the Finance Director to secure funding.

FUNDING:

East Master Lift Station Rehabilitation

Project #: SSP002 Sewer Plant Replacement

Fund 401 Water & Sewer

Cost Center Water & Sewer

Program – Wastewater Treatment

Spend Category – Sewer – Capital

Current Budget - \$958,628.49

Contract Amount: \$4,058,000.00

RECOMMENDATION:

The Public Utilities Department recommends the City Council award the construction contract to McMahan Construction Co., Inc in the amount of \$4,058,000.00. for ITB 22-10 WRF East Master Lift Station Upgrades.

ANTICIPATED SCHEDULE:

- a) February 2023, Council Approval
- b) Notice to Proceed for construction, approximately 60 days after Council Approval
- c) The project will be substantially complete 365 days from the Notice to Proceed date.

ATTACHMENTS:

- 1. ITB #22-10 WRF East Master Lift Station Upgrades Bid Tabulation
- 2. Notice of Intent to Award
- 3. McMahan Construction Co., Inc Bid Submission



NOTICE OF INTENT TO AWARD

November 28, 2022

ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES

On November 17, 2022 the City of Port Orange received two (2) submittals for ITB #22-10 WRF East Master Lift Station Upgrades.

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

McMAHAN CONSTRUCTION CO., INC.

This recommendation of award will be presented to City Council for approval in the near future. Interested parties may review the City Council agenda at: <https://www.port-orange.org/776/Agendas-and-Minutes>.

Joseph Castro
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on December 1, 2022 at 4:00 PM E.S.T.

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

WRF EAST MASTER LIFT STATION UPGRADES **ITB #22-10**



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer
Release Date: September 26, 2022

Bid Due Date & Time: October 31, 2022 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #22-10

WRF EAST MASTER LIFT STATION UPGRADES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES. 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 October 31, 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 at 10:00 A.M. (local time) on October 10, 2022 for the project at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. **All prospective Bidders must attend the meeting and site visit. Only Bidders attending the mandatory Pre- Bid Conference and Site Visit will be eligible to submit a Bid.** All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid Conference.

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

DESCRIPTION: The City of Port Orange is soliciting sealed bids to acquire the services for the installation and operation of a temporary bypass pumping system, removal of existing pumps and replacing with new screw centrifugal pumps, removal and replacement of the existing variable frequency drives (VFDs) and pump controls, the removal of existing plug valves and replacing with new knife gate valves, installation of knife gate isolation valves, removal and replacement of existing check valves, the removal of existing pipe and fittings, furnishing and installing all required pipe, fittings, couplings, and adapters, all modifications to the existing wet well and leveling the wet well floor.

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

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local bidders may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to the Buyer, Joseph Castro, jcastro@port-orange.org and purchdiv@port-orange.org and reference **"Questions on ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES "** in the subject line. Last day for questions will be **October 17, 2022 at 5:00 P.M.**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #22-10

BID TITLE: WRF EAST MASTER LIFT STATION UPGRADES

DUE DATE/TIME: October 31, 2022 at 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

DELIVER TO: City of Port Orange
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO BIDDERS	6
SECTION 3 – SPECIFICATIONS	10
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	11
SECTION 5 – GENERAL TERMS AND CONDITIONS	14
SECTION 6 – SPECIAL CONDITIONS	37
SECTION 7 – REQUIRED FORMS	38
FORM 7.1 – BID SUBMITTAL CHECKLIST	38
FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM	39
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	40
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	41
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	42
FORM 7.6 – ANTI-COLLUSION FORM.....	43
FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS	44
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE.....	45
FORM 7.9 – LIST OF SUBCONTRACTORS	47
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	48
FORM 7.11 – E-VERIFY AFFIDAVIT	49
FORM 7.12 - DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	50
FORM 7.13 – NO SUBMITTAL RESPONSE FORM.....	51
ATTACHMENT 1 – SCHEDULE OF UNIT PRICING	52
BID BOND	53
PAYMENT & PERFORMANCE BOND.....	55
LEASED EMPLOYEE AFFIDAVIT FORM (FOR INFORMATIONAL PURPOSES ONLY)	59
AFFIDAVIT REGARDING WORKERS COMPENSATION FORM (FOR INFORMATIONAL PURPOSES ONLY).....	60
EJCDC AGREEMENT 121817 C-520 (FOR INFORMATIONAL PURPOSES ONLY)	61
STANDARD GENERAL CONDITIONS - EJCDC C-700 (FOR INFORMATIONAL PURPOSES ONLY)	70
SUPPLEMENTARY CONDITIONS - EJCDC C-700 (FOR INFORMATIONAL PURPOSES ONLY)	141

[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) to perform all the required services and to furnish all the required equipment and materials for the WRF East Master Lift Station upgrades.

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 (Bidders) desiring to provide services, as described herein shall submit sealed bids including one (1) original copy and one (1) digital 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.....September 26, 2022
Mandatory Pre-Bid Conference & Site VisitOctober 10, 2022 10:00 A.M.
Deadline for Questions.....October 17, 2022 by 5:00 P.M.
Final Addendum Posting.....October 24, 2022 by 5:00 P.M.
Bids Due.....October 31, 2022 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129

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

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

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

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

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

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

All Bids will be opened publicly, and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all Bids or parts of Bids, if it is in the best interest of the City.

PRE-BID CONFERENCE/SITE VISIT:

There will be a mandatory Pre-Bid Conference and Site Visit for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida

32129. All prospective Bidders must attend the meeting and site visit. Only Bidders attending the mandatory Pre-Bid Conference and Site Visit will be eligible to submit a Bid. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org and
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 prior to the Bid Due Date. Addenda will be provided via the City’s Purchasing web page at 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 must 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 fill out the Schedule of Unit Pricing as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the Bidder’s Acknowledgement Form (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 one hundred twenty (120) 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 – SPECIFICATIONS

Please refer to Attachment 2 “East Master Lift Station Design” and Attachment 3 “WRF East Master Lift Station Upgrades” posted as separate documents on the City’s web page www.port-range.org/bids.aspx and DemandStar www.demandstar.com.

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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 Responsive and Responsible Bidder** means the Bidder submitting lowest responsive and responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors

requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.

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

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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**

City Staff's recommendation for award 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.

13. BONDS

If this Solicitation requires submission of a bid guarantee and/or payment and performance bonds, there will be a separate section in the ITB document explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond, certified check or bank draft shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid. Respondents who are not awarded a contract are entitled to the return of their surety.

Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City with the Clerk of the Circuit Court, Volusia County, Florida., at the Contractor's sole cost and expense. 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.

14. CERTIFICATE OF INSURANCE

Upon notice of intent to award contract resulting from this solicitation, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

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

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

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

18. CONDUCT OF BIDDERS

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

19. CONE OF SILENCE

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

Exceptions to the Cone of Silence:

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

20. CONFLICT OF INTEREST

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

21. CONFLICT OF INSTRUCTIONS

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

22. CONTRACT

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

23. CONTRACT OBLIGATION

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

24. CONTRACT RENEWALS

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

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000) shall require City Council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

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

27. COST INCURRED BY BIDDER

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

28. DAMAGE

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

29. DEFAULT PROVISIONS

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

30. DELIVERY OF GOODS/SERVICES

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

contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Contractor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Contractor to meet the contract delivery dates will be cause for removal of the Contractor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER/PROPOSER

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. DISCLOSURE OF CONFLICTS

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

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

33. DISQUALIFICATION OF BIDDER/PROPOSER

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

34. EXCEPTIONS TO SPECIFICATIONS

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

35. E-VERIFY

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

36. FACILITIES

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

37. FAILURE TO RESPOND

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

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

45. INDEMNIFICATION/HOLD HARMLESS

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

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

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

46. INDEPENDENT CONTRACTOR

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

47. INSPECTIONS AND TESTING

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

48. INSURANCE CANCELLATION

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

49. INSURANCE REQUIREMENTS

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

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

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

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

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

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Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Exhibit Form.	<table border="0"> <tr> <td><u>Contract Amount</u></td> <td><u>Limits</u></td> </tr> <tr> <td>Up to \$10 million</td> <td>Statutory/\$500,000</td> </tr> <tr> <td>\$10 - \$20 million</td> <td>Statutory/\$1,000,000</td> </tr> </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>	<u>Limits:</u> 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.						
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined</u>							
☒	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000							
☐	Professional Liability/ Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000							
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>							
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.							
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.								
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.								

[Remainder of this page left intentionally blank]

50. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

51. IRREVOCABILITY OF RESPONSES

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

52. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

53. LEGAL REQUIREMENTS

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

54. LICENSES, PERMITS AND TAXES

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

55. LITERATURE (if applicable):

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

56. LOCAL PREFERENCE

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

57. MAINTENANCE

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

58. NAME BRANDS

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

59. NON-DISCRIMINATION

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

60. NON-EXCLUSIVITY OF CONTRACT

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

61. NON-PERFORMANCE:

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

62. NOTICE TO CONTRACTOR

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

63. OPTIONAL CONTRACT USAGE

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

64. OTHER AGENCIES

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

65. PATENTS/COPYRIGHTS

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

66. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

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

67. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

68. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

69. PRICING

The Bidder certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of one hundred twenty (120) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of one hundred twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one hundred twenty (120) 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. PROPRIETARY 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 bylaw.
- 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 one hundred twenty (120) 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 DISTRUBUTION

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

88. SEVERABILITY

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

89. SIGNATURE REQUIRED

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

90. SIGNED RESPONSE CONSIDERED AN OFFER

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

91. SILENCE OF SPECIFICATIONS

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

92. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City.

One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be unopened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

93. STATE LICENSING REQUIREMENTS

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

94. SUBCONTRACTING

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

95. SUPPLEMENTAL MATERIALS

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

96. TAXES

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

97. TERM CONTRACTS

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

98. TERMINATION CONVENIENCE – NOTICE

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

99. TERMINATION - NOTICE

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

contract. The Bidder shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

100. TITLE TRANSFER

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

101. UNBALANCED BID

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

102. USE OF SOLICITATION FORMS

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

103. VARIANCES

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

104. BIDDER'S PRODUCT OR SERVICES

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

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

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

105. WAIVER OF IRREGULARITIES

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

106. WARRANTIES

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

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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 one hundred twenty (120) days from the ITB opening date.

CONTRACT TERM:

Three hundred and thirty-five (335) days from notice to proceed for substantial completion and an additional thirty (30) days for final completion, not to exceed a total of three hundred and sixty-five (365) days for the term of the contract.

AWARD RECOMMENDATION:

It is the intent of the City to award a contract to the lowest responsive and responsible bidder as outlined in Section 3 – Specifications: Attachment 2 “East Master Lift Station Design” and Attachment 3 “WRF East Master Lift Station Upgrades” and (Attachment 1) Schedule of Unit Pricing.

TIME-LINE:

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

ELIGIBILITY OF BIDDER:

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

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.

NOTICE:

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

BID BONDS:

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total amount bid shall be submitted with each bid. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

PAYMENT & PERFORMANCE BONDS

The Bidder must be able to obtain both payment and performance bonds from a surety company licensed in Florida and must submit proof of their present bonding capacity with their bid submittal package in the form of a current (not older than 3 months) 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 their submittal package will be deemed non-responsive.

Upon award, the successful bidder will be required to furnish and pay for a Payment and Performance Bond equal to one-hundred percent (100%) of the contract amount to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the Contractor the recording information for the bond to evidence that the Contractor has met the requirement of Florida law. The City will bill the cost of recording to the Contractor.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

___ Form 7.2 – Bidder’s Acknowledgement Form

___ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

___ Form 7.4 – Drug Free Preference Statement

___ Form 7.5 – Public Entity Crimes Statement

___ Form 7.6 – Anti-Collusion Form

___ Form 7.7 – Statement of Bidder’s Qualifications

___ Form 7.8 – Professional References for Previous Experience

___ Form 7.9 – List of Subcontractors

___ Form 7.10 – Local Business Affidavit of Eligibility

___ Form 7.11 – E-Verify Affidavit

___ Form 7.12 – Debarment, Suspension and Other Responsibility Matters

___ Form 7.13 – No Submittal Response Form

___ Attachment 1 – Schedule of Unit Pricing

___ Current Bonding Capacity Letter (as outlined in Section 6)

___ Copy of Licenses (Florida Certified General Contractor, Sunbiz, etc.)

___ Bid Bond

___ 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 ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day 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 ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am 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 July 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 the 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

Printed Name and Title

Telephone Number

Federal Identification No.

E-mail Address

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ Is personally know 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 7.3 – 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, Specification and any other documents accompanying or made a part of this ITB.

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 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.

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ Is personally know 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 are equal with respect to price, quality and service are received by the City for 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 a 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 the 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 the 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 an 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

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ Is personally know 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 ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

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

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one hundred twenty (120) 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, question 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, form or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Bidder's Qualifications.

STATE OF: _____

COUNTY OF: _____

Name of Business

Authorized Signature

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

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

This document must be completed and returned with your Submittal.

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

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

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

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

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 Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 2**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 3**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 4**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 5**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

This document must be completed and returned with your submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# (as applicable): _____

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City, State, Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐ Headquarters ☐ Principal Place of Business

Within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****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 bid or proposal 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

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ Is personally know 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



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

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

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective 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 and Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted for had a civil judgement 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 statement 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 and Title of Authorized Representative

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 #22-10 WRF East Master Lift Station Upgrades

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no response”.

- ☐ Specifications “too tight” or geared toward on 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

BID FORM

CITY OF PORT ORANGE

ITB #22-10

WRF East Master Lift Station Upgrades

Completed (Attachment 1) Schedule of Unit Pricing form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green.

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED

NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED SIGNATURE:					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Pre-Construction Video	1	LS	\$	\$
2	Mobilization and Demobilization	1	LS	\$	\$
3	Demolition	1	LS	\$	\$
4	Lift Station Pumps	3	EA	\$	\$
5	Concrete Pedestals	3	EA	\$	\$
6	16-inch Knife Gate Valves	6	EA	\$	\$
7	16-inch Check Valves	3	EA	\$	\$
8	Miscellaneous Pipe and Fittings	1	LS	\$	\$
9	Electrical	1	LS	\$	\$
10	Instrumentation and Controls	1	LS	\$	\$
11	Bypass Pumping	1	LS	\$	\$
12	Permit Allowance	1	LS	\$10,000.00	\$10,000.00
13	Survey Layout & Record Drawings	1	LS	\$	\$
14	Bonds	1	LS	\$	\$
TOTAL BID PRICE (Items 1-14)					\$

BID BOND

Bond No.:

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

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

Project Name/Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing 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 withing 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 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 _____, 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 the original bid bond and financial statement of Surety Company).

PRINCIPAL:

ATTEST:

Signature

Signature

Corporate Officer & Title

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

ATTEST:

Attorney-in-Fact (signature)

Signature

Name & Title

Corporate Secretary (Affix Corporate Seal)

Name of Local Resident Agent

City, State, Zip

Telephone:

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

STATE OF _____

COUNTY OF _____

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

Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

END OF BID BOND

This document must be completed and returned with your Submittal

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

City Manager

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case: ITB 22-10 WRF East Master Lift Station Upgrades

Description of Work: ITB 22-10 WRF East Master Lift Station Upgrades

Project Location: City of Port Orange Water Reclamation Facility, 817 Oak Street, Port Orange, Volusia County, Florida 32127.

Legal Description: Portions of Parcel ID #: 6341-04-01-0341

*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 Water Reclamation Facility
817 Oak Street, Port Orange, FL 32127**

Full Parcel ID:

41-16-33-04-01-0341

Short Parcel ID:

6341-04-01-0341

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

ITB 22-10 WRF East Master Lift Station Upgrades

Bond No. _____

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

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

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND /100 DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain EJCDC Agreement, having an effective date of _____, entered into by and between the Principal and the City, for WRF East Master Lift Station Upgrades, 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
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

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

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”).

The Effective Date of this Agreement shall be the date on which the Agreement is signed by the last of the two parties.

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- 1.02 (1) *Installation and operation of a temporary bypass pumping system; (2) Remove existing pumps and concrete pedestals and replace with new screw centrifugal pumps with new concrete pump pedestals; (3) Remove and replace the existing variable frequency drives (VFD’s) and pump controls; (4) Remove existing plug valves and replace with new knife gate valves (5) Installation of knife gate isolation valves; (6) Remove and replace existing clock valves; (7) Removal of existing pipe and fittings; (8) furnishing and installing all required pipe, fittings, couplings, and adapters; (9) Modifications to the existing wet well; and (10) Leveling the well floor.*

ARTICLE 2 – THE PROJECT

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

ITB 22-10 Water Reclamation Facility (“WRF”) East Master Lift Station Upgrades

ARTICLE 3 – ENGINEER

- 3.01 *The part of the Project that pertains to the Work has been designed by the Project Engineer, Nicole E. McConnell, P.E. (“Engineer”) and Stephen E. Bailey, P.E. (“Engineer”) of Kimley-Horn and Associates, Inc., and shall act as Owner’s representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

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

- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Work shall be substantially completed within 335 days after the Effective Date of the written Notice to Proceed issued by the City, with final completion 30 days thereafter, unless otherwise modified in an executed Change Order issued by the City. Extension(s) of time shall be in accordance with Paragraph 12.02 of the General Conditions, and final completion in accordance with Paragraph 14.06 of the General Conditions.

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$0.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiently cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

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

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

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

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u>	<u>Bid Unit</u>	<u>Bid Price</u>
EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved. Page 2 of 9					

No.

Quantity

Price

See Attachments

Total of all Bid Prices (Unit Price Work)

\$

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

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

6.02 Progress Payments; Retainage

A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.

B. Owner shall withhold Five percent (5%) of each progress payment as retainage.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
- A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).
2. Combination Payment and Performance Bond (pages 1 to 4, inclusive).
3. General Conditions (pages 1 to 69, inclusive).
4. Supplementary Conditions (pages 1 to 7, inclusive).
5. BID Specifications as listed in ITB 22-10 “Attachment 2” “East Master Lift Station Pump Design,” as identified in “Section 3 - Specifications” (pages 1 to 320, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
6. DESIGN PLANS as listed in ITB 22-10 “Attachment 3” “East Master Lift Station Pump Upgrades,” as identified in “Section 3 – “Specifications” (pages 1 to 25, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
7. Addendum No. __ (page __, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor’s Bid Schedule of Unit Prices (page __, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
 1. Affidavit Regarding Workers’ Compensation (page 1, inclusive).
 2. Leased Employee Affidavit Exhibit (page 1, inclusive).
 - c. Exhibit No. 2 Contractor’s Proposal (pages __ to __, inclusive).
 - d. Composite Exhibit No. 3 City’s Invitation to Bid Request No. 22-10 (pages 1 to 59, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

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

10.07 *No Intended Third-Party Beneficiaries*

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

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

CITY OF PORT ORANGE

Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, MMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

(386) 506-5500

Contractor

By: _____

Title: _____

Date: _____

Attest: _____

Title: _____

Address for giving notices:

Telephone: (____) ____-____ E-Mail: _____

License No.: _____

EJCDC - General Conditions

Consisting of 69 Pages

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845

Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents.....	6
2.03 Notice to Proceed; Starting the Work.....	6
2.04 Starting the Work.....	7
2.05 Before Starting Construction.....	7
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse.....	8
3.01 Intent	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	9
3.04 Amending and Supplementing Contract Documents	10
3.05 Reuse of Documents	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	11
4.01 Availability of Lands	11
4.02 Subsurface and Physical Conditions.....	11
4.03 Differing Subsurface or Physical Conditions	12
4.04 Underground Facilities	13
4.05 Reference Points.....	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers.....	16
5.03 Certificates of Insurance	17
5.04 Contractor’s Insurance.....	17
5.05 Owner’s Liability Insurance.....	19
5.06 Property Insurance	19
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds	21
5.09 Acceptance of Bonds and Insurance; Option to Replace	21

5.10	Partial Utilization, Acknowledgment of Property Insurer	22
Article 6 – Contractor’s Responsibilities		
6.01	Supervision and Superintendence	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	23
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”.....	23
6.06	Concerning Subcontractors, Suppliers, and Others	26
6.07	Patent Fees and Royalties.....	27
6.08	Permits	27
6.09	Laws and Regulations.....	28
6.10	Taxes	28
6.11	Use of Site and Other Areas.....	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples.....	30
6.18	Continuing the Work	32
6.19	Contractor’s General Warranty and Guarantee	32
6.20	Indemnification	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site.....		
7.01	Related Work at Site	34
7.02	Coordination	35
7.03	Legal Relationships.....	35
Article 8 – Owner’s Responsibilities		
8.01	Communications to Contractor	36
8.02	Replacement of Engineer	36
8.03	Furnish Data	36
8.04	Pay When Due.....	36
8.05	Lands and Easements; Reports and Tests	36
8.06	Insurance	36
8.07	Change Orders.....	36
8.08	Inspections, Tests, and Approvals	36
8.09	Limitations on Owner’s Responsibilities	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements	37
8.12	Compliance with Safety Program	37
Article 9 – Engineer’s Status During Construction		
9.01	Owner’s Representative.....	37
9.02	Visits to Site	37
9.03	Project Representative	38

9.04	Authorized Variations in Work.....	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments	38
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work.....	39
9.09	Limitations on Engineer’s Authority and Responsibilities	39
9.10	Compliance with Safety Program	40
Article 10 –	Changes in the Work; Claims.....	40
10.01	Authorized Changes in the Work.....	40
10.02	Unauthorized Changes in the Work.....	40
10.03	Execution of Change Orders	40
10.04	Notification to Surety.....	41
10.05	Claims	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work	42
11.01	Cost of the Work	42
11.02	Allowances	45
11.03	Unit Price Work	45
Article 12 –	Change of Contract Price; Change of Contract Times	46
12.01	Change of Contract Price.....	46
12.02	Change of Contract Times.....	47
12.03	Delays	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work	48
13.01	Notice of Defects	48
13.02	Access to Work	48
13.03	Tests and Inspections	48
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work	50
13.06	Correction or Removal of Defective Work.....	50
13.07	Correction Period	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work	51
Article 14 –	Payments to Contractor and Completion.....	52
14.01	Schedule of Values	52
14.02	Progress Payments	52
14.03	Contractor’s Warranty of Title.....	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization	56
14.06	Final Completion- Punchlist.....	56
14.07	Final Payment.....	57
14.08	Final Completion Delayed	58
14.09	Waiver of Claims	58

Article 15 – Suspension of Work and Termination	59
15.01 Owner May Suspend Work	59
15.02 Owner May Terminate for Cause	59
15.03 Owner May Terminate For Convenience.....	60
15.04 Contractor May Stop Work or Terminate	60
Article 16 – Dispute Resolution	61
16.01 Methods and Procedures.....	61
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	62
17.03 Cumulative Remedies.....	62
17.04 Survival of Obligations.....	62
17.05 Controlling Law	62
17.06 Headings	62

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer and Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer and/or Owner which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; (iii) achieve Final Completion; and (iv) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Punchlist* – The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.
37. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
50. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or

providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

53. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. is failing or has been damaged.

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request such as the specific additional insured endorsement included in the liability policy) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5 and/or the Supplementary Conditions.

2.02 *Copies of Documents*

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

2.03 *Notice to Proceed; Starting the Work*

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

2.04 N/A

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer and Owner for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, and identifying the Substantial Completion and Final Completion dates;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts / line-items in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer or Owner, and others as appropriate will be held to review for acceptability to Engineer or Owner as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted and approved by Engineer and Owner.
1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such

acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents (*e.g.*, answering Requests for Information) shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements and dimensions. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04 below.
3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting

from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. *N/A*
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions may identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstance relieve Contractor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after first becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition within 5 days. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03; and
 - c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A within 5 days after first becoming aware of such condition.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after first becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer within 5 days. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and

drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work or identified in a report listed in the Supplemental Conditions. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible or if such condition is caused by the negligence, recklessness, or intentional misconduct of Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing) within 5 days of first becoming aware of the condition. Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor cannot agree as to entitlement

to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. N/A
- H. N/A
- I. N/A

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. All bonds shall be in the form prescribed by the Contract Documents. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. *N/A*
- F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds for ongoing and completed operations, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 6.20 below and as otherwise set forth in the Contract;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for 10 years after Substantial Completion.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.

- C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.
- D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. *N/A*

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. *N/A*

E. *N/A*

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

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

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

B. *N/A*

C. *N/A*

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

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and, only if applicable, the cost thereof covered by an appropriate Change Order.

B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

5.09 *Acceptance Insurance; Option to Replace*

A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract

Documents, Owner shall notify Contractor in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

- B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. N/A

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
 - 3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor,

Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. *N/A*
- C. *N/A*

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. *N/A*

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show as-built conditions and changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. thoroughly reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements regarding payment or otherwise, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others;
 7. any correction of defective Work by Owner; or
 8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 *Indemnification*

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

personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
 - C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C or as otherwise provided in Florida Statute §218.735.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. N/A

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods,

techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to Engineer seeking clarification as to an aspect of the Contract Documents. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. *N/A*
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05 that are then resolved by the parties to the Agreement.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those otherwise waived pursuant to the Contract, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.
- B. *Notice:* Unless as otherwise set forth herein, written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with detailed, supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant take one of the following actions in writing:
 1. deny the Claim in whole or in part;
 2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. N/A
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.
- G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence, recklessness, or intentional misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items are estimates and solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price shall be guaranteed and will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1

and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall only be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, acts of God, acts

or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall only be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the

Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after 7 days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation

warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor (in a form approved by Owner) certifying that all previous progress payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.
6. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any undisputed amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion subject to the Certificate of Occupancy (or Completion).
- D. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the Punchlist.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Completion- Punchlist*

- A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is \$10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.

- B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.
- C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 *Final Payment*

A. Application for Payment:

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

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09 below. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer;
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 - 5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or
 - 6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such

unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within 5 days of the notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon 5 days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. N/A; and
 - 4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority or (ii) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03. Contractor, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph. Contractor, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, or an overnight carrier (such as UPS or FedEx) to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state of Florida.

17.06 *Headings*

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

EJCDC - Supplemental Conditions

Consisting of 7 Pages

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

SC-4.02	Subsurface and Physical Conditions
SC-4.06	Hazardous Environmental Conditions
SC-5.04	Contractor's Liability Insurance
SC-5.06	Property Insurance
SC-6.06	Concerning Subcontractors, Suppliers, and Others
SC-12.01	Change of Contract Price
SC-17-07	Public Records Compliance
SC-17-08	Examination of Records
SC-17-09	Sovereign Immunity

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

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

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

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

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

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

- | | |
|---|----------------|
| a. General Aggregate | \$1,000,000.00 |
| b. Products - Completed Operations Aggregate | N/A |
| c. Personal and Advertising Injury | \$1,000,000.00 |
| d. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000.00 |
| e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable. | |
| f. Excess or Umbrella Liability | |
| ☒ General Aggregate | \$1,000,000.00 |
| ☒ Each Occurrence | \$500,000.00 |

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

SC-5.06 *Property Insurance*

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

-SC-6.06 *Concerning Subcontractors, Suppliers, and Others*

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

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

SC-12.01 *Change of Contract Price*

SC-12.01.C *Contractor's Fee.* Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be

no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-17-07 *Public Records Compliance*

SC-17-07 Add the following new paragraph immediately after Paragraph 17.06:

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

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

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

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

SC-17-08 *Examination of Records*

SC-17-08 Add the following new paragraph immediately after Paragraph 17.07:

A. *Examination of Records.*

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

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

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

SC-17-09 *Sovereign Immunity*

SC-17-09 Add the following new paragraph immediately after Paragraph 17.08:

A. *Sovereign Immunity.* The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the

City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.



End of Solicitation Documents



BID SPECIFICATIONS

FOR

East Master Lift Station Design



City of Port Orange, Florida
September 2022
KHA Project No. 142325015
ITB 22-10

© Kimley-Horn and Associates, Inc.
189 S. Orange Avenue
Suite 1000
Orlando, FL 32801
407/898-1511 TEL

Kimley»Horn

TABLE OF CONTENTS

<u>Document or Section Number</u>	<u>Name or Description</u>	<u>Initial Page</u>
<u>DIVISION 00 – BIDDING AND CONTRACTING REQUIREMENTS</u>		
00 00 00	Table of Contents	00 00 00-1
<u>SPECIFICATIONS</u>		
<u>DIVISION 01 – GENERAL REQUIREMENTS</u>		
01 10 00	Summary	01 10 00-1
01 22 00	Measurement and Payment	01 22 00-1
01 25 00	Substitution Procedures	01 25 00-1
01 30 00	Administrative Requirements	01 30 00-1
01 32 16	Construction Progress Schedule	01 32 16-1
01 33 00	Submittal Procedures	01 33 00-1
01 40 00	Quality Requirements	01 40 00-1
01 50 00	Temporary Facilities and Controls.....	01 50 00-1
01 60 00	Product Requirements.....	01 60 00-1
01 70 00	Execution and Closeout Requirements	01 70 00-1
01 85 00	Color Audio-Video Preconstruction Record.....	01 85 00-1
<u>DIVISION 02 – EXISTING CONDITIONS</u>		
02 41 19	Demolition	02 41 19-1
<u>DIVISION 03 – CONCRETE</u>		
03 30 00	Concrete	03 30 00-1
<u>DIVISION 04 – MASONRY (NOT USED)</u>		
<u>DIVISION 05 – METALS (NOT USED)</u>		
<u>DIVISION 06 – WOOD, PLASTICS AND COMPOSITES (NOT USED)</u>		
<u>DIVISION 07 – THERMAL AND MOISTURE PROTECTION (NOT USED)</u>		
<u>DIVISION 08 – OPENINGS (NOT USED)</u>		

DIVISION 09 – FINISHES

09 91 00	Painting and Coating.....	09 91 00-1
09 91 48	Wet Well and Manhole Lining System.....	09 91 48-1

DIVISION 10 – SPECIALTIES (NOT USED)

DIVISION 11 – EQUIPMENT (NOT USED)

DIVISION 12 – FURNISHINGS (NOT USED)

DIVISION 13 – SPECIAL CONSTRUCTION

13300	General Requirements.....	13300-1
13310	Field Instruments	13310-1
13315	Control Panels.....	13315-1
13320	Human Machine Interface Hardware.....	13320-1
13325	Programmable Logic Controller Subsystem.....	13325-1
13326	Programming.....	13326-1
13327	PlantPAx Distributed Control System	13327-1
13330	Process Instrumentation and Control System Supervisory Control And Data Acquisition (SCADA) System and RTU.....	13330-1
13360	Fiber Optic System	13360-1

DIVISION 14 – CONVEYING EQUIPMENT (NOT USED)

DIVISION 15 – MECHANICAL/PLUMBING (NOT USED)

DIVISION 16 – ELECTRICAL

16050	Electrical General Provisions.....	16050-1
16108	Miscellaneous Equipment.....	16108-1
16110	Raceways and Fittings	16110-1
16120	Wires and Cables	16120-1
16150	Motors	16150-1
16160	Panelboards.....	16160-1
16370	Variable Frequency Drives	16370-1
16402	Underground System	16402-1
16450	Grounding System	16450-1
16500	Lighting System.....	16500-1

DIVISION 21 – FIRE SUPPRESSION (NOT USED)

DIVISION 22 – PLUMBING

22 13 30 Screw Centrifugal Pumps 22 13 30-1

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (NOT USED)

DIVISION 25 – INTEGRATED AUTOMATION (NOT USED)

DIVISION 26 – ELECTRICAL (NOT USED)

DIVISION 27 – COMMUNICATIONS (NOT USED)

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY (NOT USED)

DIVISION 31 – EARTHWORKS

31 25 00 Erosion and Sedimentation Controls 31 25 00-1

DIVISION 32 – EXTERIOR IMPROVEMENTS (NOT USED)

DIVISION 33 – UTILITIES

33 05 05 Hydrostatic Testing 33 05 05-1

33 11 10 Ductile Iron Pipe and Fittings 33 11 10-1

33 12 00 Valves and Appurtenances 33 12 00-1

DIVISION 34 – TRANSPORTATION (NOT USED)

DIVISION 35 – WATERWAY AND MARINE (NOT USED)

DIVISION 40 – PROCESS INTEGRATION

40 05 61 Knife Gate Valves 40 05 61-1

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT (NOT USED)

DIVISION 42 – PROCESS HEATING, COOLING, AND DRYING EQUIPMENT (NOT USED)

DIVISION 43 – PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT (NOT USED)

DIVISION 44 – POLLUTION CONTROL EQUIPMENT (NOT USED)

DIVISION 45 – INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT (NOT USED)

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT (NOT USED)

END OF SECTION

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SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work specified herein generally includes, but may not be limited to, the following:
 - 1. Installation and operation of a temporary bypass pumping system
 - 2. Remove existing pumps and concrete pedestals and replace with new screw centrifugal pumps with new concrete pump pedestals
 - 3. Remove and Replace the existing variable frequency drives (VFDs) and pump controls
 - 4. Remove existing plug valves and replace with new knife gate valves
 - 5. Installation of knife gate isolation valves
 - 6. Remove and replace existing check valves
 - 7. Removal of existing pipe and fittings
 - 8. Furnishing and installing all required pipe, fittings, couplings, and adapters
 - 9. Modifications to the existing wet well
 - 10. Leveling the wet well floor
- B. Section Includes:
 - 1. Contract description.
 - 2. Work by Owner or other Work at the Site.
 - 3. Owner-furnished products.
 - 4. Contractor's use of Site and premises.
 - 5. Future work.
 - 6. Work sequence.
 - 7. Owner occupancy.
 - 8. Permits.
 - 9. Specification conventions.

1.2 CONTRACT DESCRIPTION

- A. Contracting Method: The Work shall be constructed under a single prime contract.
- B. Perform Work of each Contract under provisions of the Contract with Owner according to Conditions of Contract.

1.3 WORK BY OWNER OR OTHERS

- A. If work performed by the Owner or under Owner-awarded contracts interfere with each other due to work being performed at the same time or at the same Site,

Owner will determine the sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site and Premises" Articles in this Section.

- B. Coordinate Work with utilities of Owner and public or private agencies.

1.4 OWNER-FURNISHED PRODUCTS (IF APPLICABLE)

- A. Owner's Responsibilities:

1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples to Contractor.
2. Arrange and pay for delivery to Site.
3. Upon delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

- B. Contractor's Responsibilities:

1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install, and finish products.
4. Repair or replace items damaged after receipt.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of Site and premises to allow:

1. Owner occupancy.
2. Work by Owner.
3. Work by Others as directed by the Owner.

- B. Construction Operations: Limited to areas indicated on Drawings or as described herein.

1. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Not allowed in close proximity to existing buildings during regular hours of operation. Coordinate and schedule such operations with Owner to minimize disruptions.

- C. Time Restrictions for Performing Work:

1. Working Hours shall be in accordance with the General Conditions.
2. Some Work including, but not limited to, abandonments of existing piping systems, as well as connections, replacements, extensions thereto and thereof may necessitate work being done after or before normal work hours, said decision resting solely with the Engineer.
 - a. Normally such extended hours will be required only to maintain service to existing customers or to minimize inconvenience to those customers or members of the public.

- b. This shall be considered incidental to the construction and no additional compensation shall be allowed therefore.
- D. Utility Outages and Shutdown:
 - 1. Coordinate and schedule electrical and other utility outages with Owner.
 - 2. Outages: Allowed only at previously agreed upon times.
 - 3. At least one week before scheduled outage, submit Outage Request Plan to Owner itemizing the dates, times, and duration of each requested outage.
- E. Sound Level Restrictions: Sound pressure level measured at boundary of Site shall not exceed 40 dBA.

1.6 WORK SEQUENCE

- A. Construct Work in order to accommodate Owner's occupancy requirements during construction period. Coordinate construction schedule and operations with Owner.
- B. Sequencing of Construction Plan: Before start of construction, if required by the Engineer, submit three (3) hard copies and one (1) electronic copy of construction plan regarding phasing of all Work for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.7 OWNER OCCUPANCY

- A. Owner will occupy Site for conduct of normal operations.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.8 PERMITS

- A. Furnish necessary permits for construction of Work.

1.9 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. General:

1. Items listed in this Section correspond with the pay items on the Bid Form.
2. The omission of reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.
3. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed in strict accordance with the Contract Documents, such Work including but not limited to, the furnishing of all necessary labor, materials, equipment, tools, testing, transportation, delivery, disposal of waste and surplus material, restoration, and all other incidentals and appurtenances to complete the construction and installation of the Work as shown and specified.
4. No additional payment shall be made for clean-up work. The cost thereof shall be included in the price for related items as set forth in the Proposal.
5. The Contractor shall be responsible for any debris and foreign matter which is allowed to enter any system as a result of construction and shall be solely responsible for any damage resulting therefrom.
6. Except those items outlined in the Bid Form, the Contractor shall not be allowed additional payment or compensation for removing and replacing, shoring or bracing, relocating, or otherwise protecting or adjusting utilities which may be affected by the construction. Specifically, the Contractor shall adjust all valve boxes, valve covers, manhole frames, and manhole covers to required grades. All methods of adjusting utilities shall be subject to the approval of the Engineer. The cost of items described herein shall be included in the cost of bid items to which they are incidental or appurtenant.
7. Unless provided by specific bid items in the Bid Form, the following shall be considered incidental or appurtenant and no measurement or payment will be made:
 - a. Erosion and sediment control.
 - b. Clearing and grubbing.
 - c. Excavation and backfill.
 - d. Dewatering.
 - e. Trench boxes.
 - f. Installation and/or removal of sheeting and shoring.
 - g. Seeding and sodding.
 - h. Connections to existing pipes and facilities.

1.2 RELATED SECTIONS

- A. General Conditions.
- B. Agreement.
- C. Section 01 30 00 - Administrative Requirements.

1.3 ESTIMATE OF QUANTITIES

- A. The quantities set forth in the Bid Form are approximate and are given to establish a uniform basis for the comparison of bids. The Owner reserves the right to increase or decrease the quantity of any item or portion of the Work during the progress of construction in accordance with the terms of the Contract. The Bid Form shall serve as a basis of developing additive or deductive Change Orders.

1.4 PAY ITEMS

A. MOBILIZATION

1. Method of Measurement: The quantity to be paid for under this Item shall be on a lump sum (LS) basis. The Contractor's lump sum price shall include full compensation for all work related to mobilization and demobilization for infrastructure and the work items listed below, and any other related work, except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Measurement and payment for mobilization will be made at the contract lump sum price for the item, which price and payment shall be full compensation for the preparatory work and operations in mobilizing for beginning work on the project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of field office as necessary, building, safety equipment and first aid supplies, sanitary and other facilities, as required by these specifications, and State and Owner laws and regulations; and any other reconstruction expense necessary for the start of the work; the cost of field engineering, permits and fees, pre-construction video, construction schedules, shop drawings, temporary facilities, laydown storage area, construction aids, erosion control, any general requirements, indemnification, anything not included in the other bid form line items, work associated with Contractor support during Owner/Engineer reviews and inspection, reinspection and any re-work resulting from same. The Contractor shall submit invoices substantiating the cost of mobilization with each pay request and shall not exceed percent complete of the construction work. The percentage of monthly compensation for this item shall match the percentage of total contract work completed to date as agreed with Owner/Engineer. The items

specified in this bid item consist of the costs of any pre and post construction expenses necessary for the start and completion of the project, excluding the cost of construction materials.

B. BONDS

1. Method of Measurement: The quantity to be paid for under this Item shall be on a lump sum (LS) basis.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include all compensation for providing and maintaining bonds and insurance for the project in accordance with the Contract documents.

C. SURVEY AND RECORD DRAWINGS

1. Method of Measurement: The quantity to be paid for under this Item shall be on a lump sum (LS) basis.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but not be limited to, laying out the proposed improvements in the field, setting temporary and permanent benchmarks, grade stakes, etc., preparation of Record Drawings, all in accordance with the project specifications and Owner standards. The Record Drawings shall be provided certified by a Florida licensed land surveyor.

D. LIFT STATION REHABILITATION

1. Method of Measurement: The quantity to be paid for under this Item shall be on a lump sum (LS) basis.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but not be limited to, furnishing all materials, labor, and equipment to remove the existing lift station pumps and install new screw centrifugal pumps with concrete pedestals, mounting equipment, wet well lining, electrical, instrumentation, controls, testing, bypass pumping, wet well modifications, and all associated valves, piping, fittings, site restoration, and appurtenances as shown and specified in the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Engineer.

1.3 PRODUCT OPTIONS

- A. See Section 01 60 00 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within 30 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article and Paragraph numbers in Specification Section.

4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 5. Changes required in other Work.
 6. Availability of maintenance service and source of replacement parts as applicable.
 7. Certified test data to show compliance with performance characteristics specified.
 8. Samples when applicable or requested.
 9. Other information as necessary to assist Architect/Engineer's evaluation.
- D. A request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 2. Will provide same warranty for substitution as for specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 6. Will reimburse Owner and Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit requests for substitutions to the Engineer in writing.
 2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
 3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 4. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Preinstallation meetings.
- E. Closeout meeting.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate Site access requirements with the Owner.
- B. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- C. Verify that utility requirements and characteristics of operating equipment are compatible with existing utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- E. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.

- F. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
- H. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Owner will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Per General Conditions.
- C. Minimum Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
 - 3. Designation of personnel representing parties in Contract.
 - 4. Communication procedures.
 - 5. Procedures and processing of requests for interpretations, field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
 - 7. Critical Work sequencing.
 - 8. Status of required permits.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Contractor shall make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Contractor Superintendent, major Subcontractors and suppliers, Engineer, and Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.

7. Maintenance of Progress Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on Progress Schedule and coordination.
 13. Other business relating to Work.
- E. Contractor shall record minutes and distribute copies to participants and those affected by decisions made within two (2) days after meeting.

1.5 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer five (5) days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
 1. Review conditions of installation, preparation, and installation procedures.
 2. Review coordination with related Work.
- E. Record minutes and distribute copies to participants and those affected by decisions made within two (2) days after meeting.

1.6 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor, major Subcontractors, Engineer, Owner, and others appropriate to agenda.
- C. Notify Engineer five (5) days in advance of meeting date.
- D. Minimum Agenda:
 1. Start-up of facilities and systems.
 2. Operations and maintenance manuals.
 3. Testing, adjusting, and balancing.
 4. System demonstration and observation.
 5. Operation and maintenance instructions for Owner's personnel.
 6. Contractor's inspection of Work.
 7. Contractor's preparation of an initial "punch list."
 8. Procedure to request Engineer inspection to determine date of Substantial Completion.

9. Completion time for correcting deficiencies.
 10. Inspections by authorities having jurisdiction.
 11. Certificate of Occupancy, if required, and transfer of insurance responsibilities.
 12. Final cleaning.
 13. Preparation for final inspection.
 14. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
 15. Final Application for Payment.
 16. Contractor's demobilization of Site.
 17. Maintenance.
- E. Record minutes and distribute copies to participants and those affected by decisions made within two (2) days after meeting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Bar chart schedules.
- C. Review and evaluation.
- D. Updating schedules.
- E. Distribution.

1.2 SUBMITTALS

- A. Submit preliminary progress schedule in accordance with the General Conditions.
- B. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five (5) working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.

1.3 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 - 2. Listings identified by Specification Section number.

3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

B. Sheet Size: 11 inches high x 17 inches wide.

1.4 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within five (5) days.

1.5 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

1.6 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Test reports.
- K. Certificates.
- L. Manufacturer's instructions.
- M. Manufacturer's field reports.
- N. Erection Drawings.
- O. Construction photographs.
- P. Contractor review.
- Q. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer-accepted form.
- B. In addition to the specified number of hard copies, one (1) electronic copy of each submittal shall be transmitted to the Engineer. The electronic copy shall be in Portable Document Format (.pdf) unless otherwise specified.
- C. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- D. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- E. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite Project, and deliver to Engineer. Coordinate submission of related items.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with General Conditions and Section 01 32 16 - Construction Progress Schedule.

1.5 PROPOSED PRODUCT LIST

- A. Within fifteen (15) days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus three (3) copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings may only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Neither Engineer nor Owner warrants accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for

determining and complying with these conditions and for incorporating addenda and modifications.

3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by shown or specified in the Contract Documents, provide Shop Drawings signed and sealed by a Professional Engineer licensed in the State of Florida responsible for designing components shown on Shop Drawings.
 1. Include signed and sealed calculations to support design.
 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus three (3) copies Engineer will retain.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one (1) Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report in duplicate within five (5) days of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.16 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of Site and construction throughout progress of Work produced by an experienced photographer acceptable to Engineer.
- B. Each month submit photographs with Application for Payment.
- C. The quantity of photographs taken shall be sufficient to document progress of Work.

- D. Digital Images: Deliver complete set of digital image electronic files on portable flash drive to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1600 by 1200 pixels.
 - 2. Date and Time: Include date and time in filename for each image.

1.17 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor shall be Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.18 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 TESTING AND INSPECTION SERVICES

- A. Contractor shall employ and pay for specified services of an independent firm to perform all testing and inspection.

- B. Independent firm shall be certified by appropriate agencies and institutions to perform testing and inspection duties.
- C. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.
- D. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.
- E. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- F. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 48 hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- G. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- H. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer.
- I. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend preconstruction meetings and progress meetings.

- J. Agency Reports: After each test, promptly submit two (2) copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and Specification Section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.
- K. Limits on Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency or laboratory may not approve or accept any portion of the Work.
 3. Agency or laboratory may not assume duties of Contractor.
 4. Agency or laboratory has no authority to stop the Work.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment, and commissioning as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer thirty (30) days in advance of required observations. Observer is subject to approval of Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary cooling.
 - 5. Temporary ventilation.
 - 6. Temporary water service.
 - 7. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
 - 4. Project identification.
 - 5. Traffic regulation.
 - 6. Fire-prevention facilities.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Dust control.
 - 6. Erosion and sediment control.
 - 7. Noise control.
 - 8. Pest and rodent control.
 - 9. Pollution control.
- D. Removal of utilities, facilities, and controls.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.

3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source as needed for construction operation.
- B. Power Service Characteristics: as required for construction operations.
- C. Provide power outlets with branch wiring and distribution boxes located as required for construction operations. Provide suitable, flexible power cords as required for portable construction tools and equipment.
- D. Provide main service disconnect and overcurrent protection at location meeting all applicable codes and regulations.
- E. Permanent convenience receptacles may be used during construction.

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting necessary for safe and functional construction operations.
- B. Provide and maintain one (1) watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide and maintain 0.25 watt/sq ft HID lighting to interior work areas after dark for security purposes.
- D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, lamps, and the like, for specified lighting levels.
- E. Maintain lighting and provide routine repairs.
- F. Permanent building lighting may be used upon written permission from the Owner during construction, if applicable.

1.5 TEMPORARY HEATING

- A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.
- B. Contractor shall be responsible for all operation and maintenance costs associated with temporary heating.
- C. Maintain minimum ambient temperature as required in individual Sections of the Contract Documents.

1.6 TEMPORARY COOLING

- A. Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.
- B. Contractor shall be responsible for all operation and maintenance costs associated with temporary heating.
- C. Maintain maximum ambient temperature as required in individual Sections of the Contract Documents.

1.7 TEMPORARY VENTILATION

- A. Ventilate areas as necessary to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.8 TEMPORARY WATER SERVICE

- A. Provide suitable quality water service as needed to maintain specified conditions for construction operations.
- B. Contractor shall be responsible for coordination, cost of temporary connection(s), and cost of temporary water.
- C. Extend branch piping with outlets located so that water is available by hoses with threaded connections.

1.9 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

1.10 VEHICULAR ACCESS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. All temporary vehicular access crossing public rights-of-way, property, or easements shall be coordinated with the authority having jurisdiction and comply with all applicable regulations.
- C. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage, as required.
- D. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
- E. Locate as indicated on Drawings or approved by Engineer.

- F. Provide unimpeded access for emergency vehicles. Maintain twenty (20) foot-wide driveways with turning space between and around combustible materials.
- G. Provide and maintain access to fire hydrants and control valves free of obstructions.
- H. Provide means of removing mud from vehicle wheels before entering streets.
- I. Use designated existing on-Site roads for construction traffic upon written approval from the Owner.

1.11 PARKING

- A. Provide temporary parking areas to accommodate construction personnel.
- B. Locate as indicated on Drawings or approved by Owner.
- C. Off-Site Parking:
 - 1. If Site space is not adequate, provide additional off-Site parking.
 - 2. The Contractor shall provide to the Engineer written permission or executed permit from property owner prior to utilizing off-Site parking that is not on Owner's property.
- D. Use of designated areas of existing on-Site streets and driveways used for construction traffic is not permitted. Tracked vehicles are not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel is permitted upon written approval from the Owner.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Do not allow vehicle parking on existing pavement.
- H. Designate two (2) parking space for Engineer.
- I. Permanent Pavements and Parking Facilities:
 - 1. Bases for permanent roads and parking areas may be used for construction traffic.
 - 2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.
 - 3. Use of permanent parking structures is not permitted.
- J. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.

2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- K. Removal, Repair:
1. Remove temporary materials and construction before Substantial Completion.
 2. Remove underground Work and compacted materials to depth of two (2) feet; fill and grade Site as indicated.
 3. Repair existing facilities damaged by use, to original condition.
- L. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.12 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from Site and dispose of off-Site as required to maintain a safe, neat, and orderly Site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.13 PROJECT IDENTIFICATION

- A. Project Identification Sign:
1. Project Identification Sign shall comply with Owner standards.
 2. Main signage boards shall be ¾-inch pressure treated plywood mounted on a two-inch (2") x four-inch (4") pressure treated wood frame painted on all sides.
- B. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
- C. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.

- D. Sign Materials:
 - 1. Structure and Framing: New wood or metal, structurally adequate.
 - 2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4 inches thick, standard large sizes to minimize joints.
 - 3. Rough Hardware: Galvanized.
 - 4. Paint and Primers: Exterior quality, two (2) coats; sign background of color as selected.
 - 5. Lettering: Exterior quality paint or precut vinyl self-adhesive products, colors as selected.
- E. Installation:
 - 1. Install Project identification sign within fifteen (15) days after date established by Notice to Proceed.
 - 2. Erect at location of high public visibility adjacent to main entrance to Site.
 - 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 - 4. Install sign surface plumb and level, with butt joints. Anchor securely.
 - 5. Paint exposed surfaces of sign, supports, and framing.
- F. Maintenance: Maintain clean signs and supports; repair deterioration and damage.
- G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.14 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:
 - 1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
 - 2. Traffic Control Signals: As approved by local jurisdictions.
 - 3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
 - 4. Flag Person Equipment: As required by authorities having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- D. Haul Routes:
 - 1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
 - 2. Confine construction traffic to designated haul routes.
 - 3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

- E. Traffic Signs and Signals:
 - 1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 - 2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
 - 3. Relocate signs and signals as Work progresses, to maintain effective traffic control.
- F. Removal:
 - 1. Remove equipment and devices when no longer required.
 - 2. Repair damage caused by installation.
 - 3. Remove post settings completely.

1.15 FIRE-PREVENTION FACILITIES

- A. Prohibit smoking within buildings under construction and demolition. Coordinate with Owner to designate area on Site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Provide fire extinguishers for Site and construction equipment as required by applicable federal, state, and local codes.

1.16 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
- C. Tree and Plant Protection: Preserve and protect existing trees and plants not identified for removal.
 - 1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
 - 2. Provide 6-foot-high barriers around drip line, with access for maintenance.
 - 3. Replace trees and plants damaged by construction operations.
- D. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.17 ENCLOSURES AND FENCING

- A. Where required, furnish, install, and maintain enclosures and fencing.
- B. Construction: Commercial-grade chain-link fence unless otherwise shown or specified.
- C. Provide 6-foot-high fence around construction Site and storage area(s); equip with vehicular and pedestrian gates with locks.
- D. Exterior Enclosures:
 - 1. Provide temporary weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating, cooling, and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.18 SECURITY

- A. Security Program:
 - 1. Protect Work on existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate program in coordination with Owner's existing security system at Project mobilization.
 - 3. Maintain program throughout construction period.
- B. Entry Control:
 - 1. Restrict entrance of persons and vehicles to Project Site and existing facilities.
 - 2. Allow entrance only to authorized persons with proper identification.
 - 3. Maintain log of workers and visitors and make available to Owner on request.
 - 4. Coordinate access of Owner's personnel to Site in coordination with Owner's security forces.
- C. Personnel Identification:
 - 1. Provide identification badge for each person authorized to enter premises.
 - 2. Badge to Include: Personal photograph, name, expiration date, and employer.
 - 3. Maintain list of accredited persons and submit copy to Owner on request.
 - 4. Require return of badges at expiration of employment on the Work.

1.19 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

- B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.20 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.21 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

1.22 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.23 PEST AND RODENT CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.
- B. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.24 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.25 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection.
- B. Remove underground installations to minimum depth of two (2) feet.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of the manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 - Substitution Procedures.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Field engineering.
- B. Closeout procedures.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Project record documents.
- F. Operation and maintenance data.
- G. Manual for materials and finishes.
- H. Manual for equipment and systems.
- I. Spare parts and maintenance products.
- J. Product warranties and product bonds.
- K. Examination.
- L. Preparation.
- M. Execution.
- N. Cutting and patching.
- O. Protecting installed construction.
- P. Final cleaning.

1.2 FIELD ENGINEERING

- A. Employ land surveyor registered in State of Florida and acceptable to Engineer.
- B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- C. Control datum for survey is indicated on Drawings.

- D. Prior to beginning Work, verify and establish floor elevations of existing facilities to ensure that new Work will meet existing elevations in smooth and level alignment except where specifically detailed or indicated otherwise.
- E. Verify setbacks and easements; confirm Drawing dimensions and elevations.
- F. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
- G. Submit copy of Site drawing and certificate signed by land surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
- H. Maintain complete and accurate log of control and survey Work as Work progresses.
- I. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
- J. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- L. Final Survey: Prior to Substantial Completion, prepare final survey illustrating locations, dimensions, angles, and elevations of all Work and the relationship to permanent bench marks and property lines.
 - 1. Vertical Datum: NAVD 88.
 - 2. Horizontal Datum: NAD 83 State Plane Grid, Florida East Zone.
 - 3. Include certification, signed by surveyor, that the survey meets State of Florida applicable standards of practice for As-Built/Record Surveys.

1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
 - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
 - 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each

- item. Include copy of list with request for Certificate of Substantial Completion.
4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
 6. Make final change-over of locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
 7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 8. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
1. When Contractor considers Work to be substantially complete, submit to Engineer:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 2. Engineer will make inspection to determine whether Work or designated portion is substantially complete.
 3. Should Engineer determine that Work is not substantially complete:
 - a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
 4. When Engineer finds that Work is substantially complete, Engineer will:
 - a. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work to be complete, submit written certification that:

- a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 - 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims.
 - f. Contractor affidavit of release of liens.
 - g. Consent of surety to final payment.
 - 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
- 1. Engineer will make inspection to determine whether Work or designated portion is complete.
 - 2. Should Engineer consider Work to be incomplete or defective:
 - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems.
- B. Notify Engineer seven (7) days prior to startup of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.

- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.
- G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.
- H. Submit a written report according to Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two (2) weeks prior to date of Substantial Completion.
- B. Demonstrate Project equipment and instruct in classroom environment at a location determined by the Owner and instructed by authorized manufacturer's representative who is knowledgeable about the Project.
- C. Video Recordings: If specified in individual sections, provide high-quality color video recordings of demonstration and instructional sessions. Engage commercial videographer to record sessions. Include classroom instructions, demonstrations, board diagrams, and other visual aids. Include menu navigation.
- D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six (6) months.
- E. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- H. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. As-Built Drawings:
 - 1. As-Built Drawings shall be prepared, signed, and sealed by a Professional Mapper and Surveyor (PMS), licensed to practice in the State of Florida.
 - 2. The following information is required on all As-Built Drawings. The Contractor shall note that additional information may be required by the Engineer when deemed necessary.
 - a. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and Change Orders.
 - b. The drawings shall be revised (redrawn) to scale to indicate final as-built data (true to scale) and in accordance to all construction changes. Only changing a station and off-set note or just adding notes is not acceptable for horizontal or vertical changes. In making changes to the drawings, utility lines or other features to be changed shall be erased before new lines are drawn, notations to be changed shall be reworded as required.
 - c. Items that were not installed as shown shall be so indicated by placing a "revision cloud" around the as-built information and a note shall be placed on the sheet near the lower right-hand corner in bold marking indicating that the information contained within the cloud is as-built. The as-built date shall also be shown.
 - d. Items that were constructed exactly per plan shall be shown by placing an asterisk adjacent to the as-built information indicating that it was built per plan with no changes.

3. Procedure for Submitting As-Build Drawings:
 - a. Original Submittal: Three (3) copies of all required As-Built materials shall be submitted to the Engineer. No originals or certified copies shall be submitted in the Original Submittal. Submittals must be furnished with a cover sheet or letter of transmittal. As-Built submitted without cover sheets will not be accepted. In lieu of paper submittals, As-Built can be submitted electronically until the final submittal.
 - b. As-Built Review: The Original Submittal shall be reviewed for content and compliance to the specified requirements. If the As-Built are found to be incomplete, one set will be returned with comments marked in red. The Contractor shall correct the As-Built as indicated.
 - c. Resubmittal: After corrections, additions, or deletions are complete, the As-Built shall be resubmitted. Three (3) sets of those items that were returned for corrections along with the red lined set shall be resubmitted. Resubmittal without the red lined set will be refused. No resubmittals will be accepted without a cover sheet. No originals or certified copies shall be submitted with the Resubmittal.
 - d. Final Submittal: After all As-Built have been reviewed and comply with all specified requirements, the Engineer shall notify the Contractor to submit final As-Built. Final As-Built shall include a cover letter, two copies of the As-Built signed, sealed and dated by a professional mapper and surveyor licensed in the State of Florida, and one electronic file with one reproducible original. The Final Submittal shall also include As-Built Drawings in AutoCAD .dwg format. The Contractor shall verify the version of AutoCAD utilized by the Owner to prevent file compatibility issues.

1.7 OPERATION AND MAINTENANCE DATA

- A. Submit in PDF composite electronic indexed file.
- B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.
- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - g. Safety precautions to be taken when operating and maintaining or working near equipment.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop Drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photo copies of warranties.

1.8 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two (2) copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one (1) copy with comments.
- B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes before Substantial Completion. Draft copy to be reviewed and returned after Substantial Completion, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit three (3) sets of revised final volumes within ten (10) days after final inspection.
- E. Submit in PDF composite electronic indexed file of final manual within ten (10) days after final inspection.

- F. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom-manufactured products.
- G. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- H. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- I. Additional Requirements: As specified in individual product Specification Sections.
- J. Include listing in table of contents for design data, with tabbed fly sheet and space for insertion of data.

1.9 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two (2) copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one (1) copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes before Substantial Completion. Draft copy will be reviewed and returned after Substantial Completion, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit three (3) sets of revised final volumes within ten (10) days after final inspection.
- E. Submit in PDF composite electronic indexed file of final manual within ten (10) days after final inspection.
- F. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- G. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- H. Include color-coded wiring diagrams as installed.

- I. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- J. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- K. Include servicing and lubrication schedule and list of lubricants required.
- L. Include manufacturer's printed operation and maintenance instructions.
- M. Include sequence of operation by controls manufacturer.
- N. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- O. Include control diagrams by controls manufacturer as installed.
- P. Include Contractor's coordination drawings with color-coded piping diagrams as installed.
- Q. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- R. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- S. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.
- T. Additional Requirements: As specified in individual product Specification Sections.
- U. Include listing in table of contents for design data with tabbed dividers and space for insertion of data.

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
- B. Deliver to Project Site and place in location as directed by Owner; obtain receipt prior to final payment.

1.11 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten (10) days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
 - 2. Make other submittals within ten (10) days after date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten (10) days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
- E. Allow for expansion of materials and movement of structures.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
 - 1. Refer questionable mounting heights choices to Engineer for final decision.

2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight-exposed elements.
 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
 1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install or correct ill-timed Work.
 3. Remove and replace defective and nonconforming Work.
 4. Remove samples of installed Work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- J. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
 - 1. Employ experienced personnel or professional cleaning firm.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
- D. Replace filters of operating equipment.
- E. Clean debris from drainage systems.
- F. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

SECTION 01 85 00

COLOR AUDIO-VIDEO PRECONSTRUCTION RECORD

PART 1 - GENERAL

1.1 SCOPE

- A. **Prior to commencing any work**, the Contractor shall have a continuous color audio-video recording made along the entire length and width of the Project area or areas to serve as a record of the pre-construction conditions.
- B. The Contractor shall provide one copy of the video recording and written narrative to the Owner and one to the Engineer.
- C. The recording and narrative shall be delivered both to the Owner and Engineer within 10 days after execution.

1.2 APPROVAL

- A. No construction shall begin prior to review and approval of the recording covering the specific construction area by the Engineer and Owner. The Engineer shall have the authority to reject all or any portion of a recording not conforming to these specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-video coverage. Recordings shall not be made more than 90 days prior to construction in any area. All recordings and written narrative records shall become property of Owner.

1.3 PROFESSIONAL ELECTROGRAPHERS

- A. The Contractor shall engage the services of a professional electrographer to produce the recording. The color audio-video record shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation. The Contractor, as a shop drawing, shall have the electrographer furnish for the Engineer a list of all equipment to be used for the audio-video recording, including the manufacturer's name, model number, technical specifications and other pertinent information. Additional information to be furnished by the electrographer includes the names and addresses of two references that the electrographer has performed color audio-video recording for projects of a similar nature, at least one of which must have been within the last 12 months.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All equipment must meet generally accepted standards for professional video production, (e.g., ENG equipment), and be suited for the application. Video recording equipment sold and intended for home use is NOT acceptable.
- B. The equipment used may employ any standard, professional format, such as:
 - 1. Analog Video and Audio
 - a. VHS Videotape
 - b. VHS-C Videotape
 - 2. Digital Video and Audio
 - a. DVCAM
 - b. DVCPRO
 - c. MiniDV
 - d. HDV

2.2 DELIVERABLES

- A. The media used for the audio-video recordings delivered to the Owner and Engineer shall be clearly and full labeled and shall be compatible with current industry standards and the format utilized. Acceptable examples include:
 - 1. Videotape
 - a. Videotapes shall be new. Reprocessed tapes will not be acceptable. The tapes shall be one-half inch high energy, extended still frame capable, video cassette, and shall be compatible for playback with a VHS system.
 - 2. Digital Video Disk (DVD)
 - a. DVD's shall be new and protected by a hard-plastic case.

PART 3 - EXECUTION

3.1 EQUIPMENT

- A. All equipment, accessories, materials and labor to perform this service shall be furnished by the professional electrographer.
- B. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity and be free from distortion and interruptions.
- C. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall be adequate to properly show the existing conditions. In some instances, audio-video coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the Engineer.

- D. The color video camera used in the recording system shall have a minimum horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 545 dB or better and a minimum illumination requirement of 25 foot-candles.

3.2 RECORDED INFORMATION - AUDIO

- A. Each recording shall begin with the current date, project name and municipality and be followed by the general location, i.e., name of street, house address, viewing side and direction of progress. The audio track shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with the fixed elevation video record of the zone of influence of construction.

3.3 RECORDED INFORMATION - VIDEO

- A. All video recordings must, by electronic means, display continuously and simultaneously generated with the actual taping transparent digital information to include the date and time of recording, and stations numbers as shown on the Drawings. The date information shall contain the month, day and year. The time information shall contain the hour, minutes and seconds. Additional information shall be displayed periodically. Such information shall include but not be limited to project name, contract number, name of street, house address, direction of travel and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.

3.4 LIGHTING

- A. All video recording shall be done during times of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of the recording and to produce bright, sharp video images of those subjects.

3.5 SPEED OF TRAVEL

- A. The rate of speed in the general direction of travel of the vehicle, dolly or technician during recording shall not exceed 44 feet per minute. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object throughout the view.

3.6 AREA OF COVERAGE

- A. Video coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing parking lots, driveways, sidewalks, curbs, pavements, ditches, mailboxes, green space, landscaping, culverts, headwalls, fences, signs, amenities, houses, walls, other buildings, and all other features visible within the area covered.
- B. Should a damage claim be brought by any citizen or public official concerning a feature not included or not adequately depicted in the pre-construction audio-video coverage,

the Contractor shall bear the full burden of proof regarding liability.

END OF SECTION

SECTION 02 41 19

DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Preparation.
 - 2. Salvage requirements.
 - 3. Demolition.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.
- C. Shop Drawings:
 - 1. Indicate demolition and removal sequence.
 - 2. Indicate location of items designated for reuse and Owner's retention.
 - 3. Indicate location and construction of temporary work.

1.3 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.

1.4 QUALITY ASSURANCE

- A. Conform to applicable codes and regulations for demolition work, dust control, and products requiring electrical disconnection and re-connection.
- B. Conform to applicable codes and regulations for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.
- D. Perform Work in accordance with federal, state, and local regulations.

1.5 SEQUENCING

- A. Section 01 10 00 - Summary: Requirements for sequencing.
- B. Owner may conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

1.6 SCHEDULING

- A. Section 01 30 00 - Administrative Requirements: Requirements for scheduling.
- B. Schedule Work to coincide with new construction.
- C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation in adjoining spaces.
- D. Coordinate utility and building service interruptions with Owner.
 - 1. Do not disable or disrupt building fire or life safety systems without five (5) days prior written notice to Owner.
 - 2. Schedule tie-ins to existing systems to minimize disruption.

1.7 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent facilities.
- B. Cease operations immediately if structure appears to be in danger and notify Engineer. Do not resume operations until directed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Notify affected utility companies before starting work and comply with applicable requirements.
- B. Mark location and termination of utilities.
- C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- D. Layout cuts in post tensioned concrete elements to avoid cutting concrete within 12 inches of any stressing tendon. Notify Engineer five (5) days in advance of cutting post-tensioned concrete.

- E. Erect and maintain weatherproof closures for exterior openings.
- F. Provide and maintain temporary measures to prevent spread of dust, odors, and noise.
- G. Prevent movement of existing structures, utilities, or other facilities pertaining or adjacent to demolition activities; provide temporary bracing and shoring required.
- H. Do not close or obstruct building egress path.

3.2 SALVAGE REQUIREMENTS

- A. Coordinate with Owner to identify components and equipment required to be removed and delivered to Owner.
- B. Contractor to coordinate with Owner for equipment to be salvaged.
- C. Tag components and equipment Owner designates for salvage.
- D. Protect designated salvage items from demolition operations until items can be removed.
- E. Carefully remove components and equipment indicated to be salvaged.
- F. Disassemble as required to permit removal.
- G. Package small and loose parts to avoid loss.
- H. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- I. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- J. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

- A. Conduct demolition and/or removal operations, and the removal of equipment and debris to ensure minimum interference with roadways, walkways, and parking areas both onsite and offsite, and to ensure minimum interference with occupied or used facilities.
- B. Coordinate demolition activities to minimize impacts with Owner's operations.
- C. Maintain protected egress from and access to adjacent existing buildings and parking areas at all times.

- D. Do not close or obstruct roadways, driveways, parking areas, or sidewalks without prior written approval from the Engineer.
- E. Cease operations immediately when any structure or facility appears to be in danger and notify Engineer.
- F. Partial demolition of existing concrete structures and slabs shall include saw cutting in neat, orderly lines.
- G. Disconnect and remove designated utilities within demolition areas.
- H. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- I. Demolish in orderly and careful manner. Protect existing improvements and facilities.
- J. Carefully remove components indicated to be reused.
 - 1. Disassemble components as required to permit removal.
 - 2. Package small and loose parts to avoid loss.
 - 3. Mark components and packaged parts to permit reinstallation.
 - 4. Store components, protected from construction operations, until reinstalled.
- K. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- L. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- M. Remove temporary Work.

END OF SECTION

SECTION 03 30 00

CONCRETE

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope:
 - 1. Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish and install concrete, reinforcing, and related materials.
 - 2. The Work includes:
 - a. Providing concrete consisting of portland cement, fine and coarse aggregates, water, and approved admixtures; combined, mixed, transported, placed, finished, and cured.
 - b. Fabricating and placing reinforcing, including ties and supports.
 - c. Design, erection, and removal of formwork.
 - d. Building into the concrete all sleeves, frames, anchorage devices, inserts, and other items required to be embedded in concrete.
 - e. Providing openings in concrete as required to accommodate Work under this and other Sections.
- B. Coordination:
 - 1. Review installation procedures under other Sections and coordinate installation of items to be installed in the concrete Work.
- C. Classifications of Concrete:
 - 1. Class “A” concrete shall be steel-reinforced and includes all concrete unless otherwise shown or indicated.
 - 2. Class “B” concrete shall be placed without forms or with simple forms, with little or no reinforcing. Class “B” concrete shall only be used where shown or indicated.

1.2 REFERENCES

- A. Standards referenced in this Section are:
 - 1. ACI 224R, Control of Cracking in Concrete Structures.
 - 2. ACI 301, Specifications for Structural Concrete for Buildings.
 - 3. ACI 304R, Guide for Measuring, Mixing, Transporting and Placing Concrete.
 - 4. ACI 305R, Specification for Hot Weather Concreting.
 - 5. ACI 306R, Cold Weather Concreting.
 - 6. ACI 309R, Guide for Consolidation of Concrete.
 - 7. ACI 318, Building Code Requirements for Structural Concrete and Commentary.

8. ACI 347, Guide to Formwork for Concrete.
9. ACI SP-66, ACI Detailing Manual.
10. ASTM A82/A82M, Specification for Steel Wire, Plain, for Concrete Reinforcement.
11. ASTM A185/A185M, Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
12. ASTM A615/A615M, Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
13. ASTM C31/C31M, Practice for Making and Curing Concrete Test Specimens in the Field.
14. ASTM C33/C33M, Specification for Concrete Aggregates.
15. ASTM C39/C39M, Test Method for Compressive Strength of Cylindrical Concrete Specimens.
16. ASTM C42/C42M, Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
16. ASTM C94/C94M, Specification for Ready-Mixed Concrete.
17. ASTM C138/C138M, Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
18. ASTM C143/C143M, Test Method for Slump of Hydraulic-Cement Concrete.
19. ASTM C150/C150M, Specification for Portland Cement.
20. ASTM C172, Practice for Sampling Freshly Mixed Concrete.
21. ASTM C231, Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
22. ASTM C260, Specification for Air-Entraining Admixtures for Concrete.
23. ASTM C309, Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
24. ASTM C494/C494M, Specification for Chemical Admixtures for Concrete.
25. ASTM C579, Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
26. ASTM C1064/C1064M, Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
27. ASTM D1752, Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
28. ASTM E96/E96M, Test Methods for Water Vapor Transmission of Materials
29. ASTM E154, Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.
30. CRD-C 572, U. S. Army Corps of Engineers Specification for Polyvinylchloride Waterstops.
31. CRSI 1MSP, Manual of Standard Practice.

1.3 QUALITY ASSURANCE

A. Laboratory Trial Batch:

1. Employ independent testing laboratory experienced in design and testing of concrete materials and mixes to perform material evaluation tests and to design concrete mixes.
2. Each concrete mix design specified shall be verified by laboratory trial batch, unless indicated otherwise.
3. Perform the following testing on each trial batch:
 - a. Aggregate gradation for fine and coarse aggregates.
 - b. Slump.
 - c. Air content.
 - d. Compressive strength based on three cylinders each tested at seven days and at 28 days.
4. Submit for each trial batch the following information:
 - a. Project identification name and number (if applicable).
 - b. Date of test report.
 - c. Complete identification of aggregate source of supply.
 - d. Tests of aggregates for compliance with the Contract Documents.
 - e. Scale weight of each aggregate.
 - f. Absorbed water in each aggregate.
 - g. Brand, type, and composition of cementitious materials.
 - h. Brand, type, and amount of each admixture.
 - i. Amounts of water used in trial mixes.
 - j. Proportions of each material per cubic yard.
 - k. Gross weight and yield per cubic yard of trial mixtures.
 - l. Measured slump.
 - m. Measured air content.
 - n. Compressive strength developed at seven days and 28 days, from not less than three test cylinders cast for each seven day and 28-day test, and for each design mix.

1.4 SUBMITTALS

A. Action Submittals: Submit the following:

1. Shop Drawings:
 - a. List of concrete materials and concrete mix designs proposed for use. Include results of tests performed to qualify the materials and to establish the mix designs. Do not start laboratory trial batch testing until this submittal is approved by Engineer.
 - b. Laboratory Trial Batch Reports: Submit laboratory test reports for concrete cylinders, materials, and mix design tests.
 - c. Concrete placement drawings showing the location and type of all joints.
 - d. Drawings for fabricating, bending, and placing concrete reinforcing. Comply with ACI SP-66. For walls and masonry construction, provide elevations to a minimum scale of 1/4-inch to one foot. Show bar schedules, stirrup spacing, adhesive dowels, splice lengths, diagrams of bent bars, arrangements, and assemblies, as required for fabricating and placing concrete reinforcing.

2. Product Data:
 - a. Manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures and bonding agents.
 3. Samples:
 - a. Samples: Submit samples of materials as specified and as otherwise requested by Engineer, including names, sources, and descriptions.
- B. Informational Submittals: Submit the following:
1. Delivery Tickets: Copies of all delivery tickets for each load of concrete delivered to or mixed at the Site. Each delivery tickets shall contain the information in accordance with ASTM C94/C94M along with project identification name and number (if any), date, mix type, mix time, quantity and amount of water introduced.
 2. Site Quality Control Submittals:
 - a. Report of testing results for testing of field concrete cylinders for each required time period. Submit within 24 hours after completion of associated test. Test report shall include results of all testing required at time of sampling.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Transportation, Delivery, and Handling:
1. Deliver concrete reinforcing products to Site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings on approved Shop Drawings.
 2. Materials used for concrete shall be clean and free from foreign matter during transportation and handling, and kept separate until measured and placed into concrete mixer.
 3. Implement suitable measures during hauling, piling, and handling to ensure that segregation of coarse and fine aggregate particles does not occur and grading is not affected.
 4. Deliver grout materials from manufacturers in unopened containers that bear intact manufacturer labeling.
- B. Storage:
1. Store formwork materials above ground on framework or blocking. Cover wood for forms and other accessory materials with protective, waterproof covering. Provide for adequate air circulation or ventilation under cover.
 2. Store concrete reinforcing materials to prevent damage and accumulation of dirt and excessive rust. Store on heavy wood blocking so that reinforcing does not come into contact with the ground. Space framework or blocking supports to prevent excessive deformation of stored materials.
 3. Store concrete joint materials on platforms or in enclosures or covered to prevent contact with ground and exposure to weather and direct sunlight.
 4. For storage of concrete materials, provide bins or platforms with hard, clean surfaces.

5. Comply with Section 01 66 00, Product Storage and Handling Requirements.

PART 2 – PRODUCTS

2.1 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type II.
- B. Aggregates: ASTM C33/C33M.
 1. Fine Aggregate: Clean, sharp, natural sand free of loam, clay, lumps, and other deleterious substances. Dune sand, bank run sand, and manufactured sand are unacceptable.
 2. Coarse Aggregate:
 - a. Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter.
 - b. Coarse aggregate shall comply with the following:
 - 1) Crushed stone, processed from natural rock or stone.
 - 2) Washed gravel, either natural or crushed. Slag, pit gravel, and bank-run gravel are not allowed.
 - c. Coarse Aggregate Size: ASTM C33/C33M, Nos. 57 or 67, unless otherwise approved by Engineer.
- C. Water: Clean, potable.
- D. Admixtures:
 1. Air-Entraining Admixture: ASTM C260.
 2. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 3. Water Reducing and Set-Adjusting Admixtures: ASTM C494/C494M, Types D and E.
 4. High Range Water-Reducing Admixture: ASTM C494/C494M, Type F/G.
 5. Use only admixtures that have been tested and approved in the mix designs.
 6. Do not use calcium chloride or admixtures containing chloride ions.

2.2 CONCRETE MIX

- A. General:
 1. Normal weight: 145 pounds per cubic foot.
 2. Use air-entraining admixture in all concrete. Provide not less than four percent, nor more than eight percent, entrained air for concrete exposed to freezing and thawing, and provide from three to five percent entrained air for other concrete.
- B. Proportioning and Design of Class “A” Concrete Mix:
 1. Minimum compressive strength at 28 days: 4,500 psi.
 2. Maximum water-cement ratio by weight: 0.42.
 3. Minimum cement content: 564 pounds per cubic yard.

- C. Slump Limits:
 - 1. Proportion and design mixes to result in concrete slump at point of placement of not less than one inch and not more than four inches.
 - 2. When using high-range water reducers, slump prior to addition of admixture shall not exceed three inches. Slump after adding admixture shall not exceed eight inches at point of placement.
- D. Adjustment of Concrete Mixes:
 - 1. Concrete mix design adjustments may be requested by Contractor when warranted by characteristics of materials, Site conditions, weather, test results, or other, similar circumstances.
 - 2. Submit for Engineer's approval laboratory test data for adjusted concrete mix designs, including compressive strength test results.
 - 3. Implement adjusted mix designs only after Engineer's approval.
 - 4. Adjustments to concrete mix designs shall not result in additional costs to Owner.

2.3 FORM MATERIALS

- A. Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection. Contractor shall be responsible for designing the formwork system to resist all applied loads including pressures from fluid concrete and construction loads.
- B. Smooth Form Surfaces: Acceptable panel-type to provide continuous, straight, smooth, as-cast surfaces in accordance with ACI 301.
- C. Unexposed Concrete Surfaces: Material to suit project conditions.
- D. Provide 3/4-inch chamfer at all external corners. Chamfer is not required at re-entrant corners unless otherwise shown or indicated.
- E. Form Ties:
 - 1. Provide factory-fabricated, removable, or snap-off metal form ties, that prevent form deflection and prevent spalling of concrete surfaces upon removal. Materials used for tying forms are subject to approval of Engineer.
 - 2. Unless otherwise shown or indicated, provide ties so that portion remaining within concrete after removal of exterior parts is at least 1.5 inches from outer surface of concrete. Unless otherwise shown or indicated, provide form ties that, upon removal, will leave a uniform, circular hole not larger than one-inch diameter in the concrete surface.
 - 3. Ties for exterior walls, below-grade walls, and walls subject to hydrostatic pressure shall be provided with waterstops.
 - 4. Wire ties are unacceptable.

2.4 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60 deformed bars.

- B. Welded Wire Fabric: ASTM A185/A185M.
- C. Steel Wire: ASTM A82/A82M.
- D. Provide supports for reinforcing including bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing in place.
 - 1. Use wire bar-type supports complying with CRSI MSP1 recommendations, except as specified in this Section. Do not use wood, brick, or other unacceptable materials.
 - 2. For slabs on grade, use precast concrete blocks, four inches square minimum with compressive strength equal to or greater than the surrounding concrete, or supports with sand plates or horizontal runners where base materials will not support chair legs.
 - 3. For all concrete surfaces where legs of supports are in contact with forms, provide supports having either hot-dip galvanized, plastic-protected, or stainless steel legs in accordance with CRSI MSP1.
 - 4. Provide precast concrete supports over waterproof membranes.
- E. Adhesive Dowels:
 - 1. Dowels:
 - a. Dowel reinforcing bars shall comply with ASTM A615, Grade 60.
 - 2. Adhesive:
 - a. For requirements for adhesive, refer to Section 05 05 33, Anchor Systems.

2.5 RELATED MATERIALS

- A. Waterstops:
 - 1. PVC Waterstops:
 - a. Manufacturers: Provide products of one of the following:
 - 1) W.R. Meadows, Inc.
 - 2) Greenstreak Plastic Products Company.
 - 3) Or approved equal.
 - b. PVC Waterstops shall comply with CRD-C 572. Do not use reclaimed or scrap material.
 - c. Minimum Thickness: 3/8-inch.
 - d. Provide waterstops with minimum of seven ribs equally spaced at each end on each side with the first rib located at the edge. Each rib shall be minimum 1/8-inch in height.
 - e. Construction Joints: Waterstops shall be six-inch wide flat-strip type.
 - f. Expansion Joints: Waterstops shall be nine-inch wide centerbulb type.
 - 2. Hydrophilic Waterstops:
 - a. Products and Manufacturers: Provide one of the following:
 - 1) Duroseal Gasket, by BBZ USA, Inc.
 - 2) Adeka Ultraseal MC-2010M, by Asahi Denka Kogyo K.K.
 - 3) Hydrotite, by Greenstreak Plastic Products Company.

- 4) Or equal.
 - b. Hydrophilic waterstop materials shall be bentonite-free and shall expand by minimum of 80 percent of dry volume in the presence of water to form a watertight joint seal without damaging the concrete in which it is cast.
 - c. Waterstop material shall be composed of resins and polymers that absorb water and cause a completely reversible and repeatable increase in volume.
 - d. Waterstop material shall be dimensionally stable after repeated wet-dry cycles with no deterioration of swelling potential.
 - e. Select material in accordance with manufacturer's recommendations for type of liquid to be contained.
 - f. Minimum cross-sectional dimensions: 3/16-inch by 3/4-inch.
 - g. Location of hydrophilic waterstops shall be as shown or indicated on the Drawings, or where approved by Engineer.
 - h. Hydrophilic Sealant: Shall adhere firmly to concrete, metal, and PVC in dry or damp condition and be indefinitely elastic when cured.
 - 1) Products and Manufacturers: Provide one of the following:
 - a) Duroseal Paste, by BBZ USA, Inc.
 - b) Adeka Ultraseal P-201, by Asahi Denka Kogyo K.K.
 - c) Hydrotite, by Greenstreak Plastic Products Company.
 - d) Or approved equal.
- B. Vapor Retarder:
1. Products and Manufacturers: Provide one of the following:
 - a. Stego Wrap 10-mil Vapor Retarder, by Stego Industries LLC.
 - b. Griffolyn 10-mil, by Reef Industries.
 - c. Moistop Ultra, by Fortifiber Industries.
 - d. Or approved equal.
 2. Vapor retarder membrane shall comply with the following.
 - a. Water Vapor Transmission Rate, ASTM E96/E96M: 0.04 perms or lower.
 - b. Water Vapor Retarder, ASTM E1745: Meets or exceeds Class C.
 - c. Thickness of Retarder (plastic), ACI 302 1R: Not less than 10 mils.
 - d. Provide accessories by same manufacturer as vapor retarder.
- C. Membrane-Forming Curing Compound: ASTM C309, Type I.
- D. Epoxy Bonding Agent:
1. Two-component epoxy resin bonding agent.
 2. Products and Manufacturers: Provide one of the following:
 - a. Sikadur 32, Hi-Mod LPL, by Sika Corporation.
 - b. Eucopoxy LPL, by the Euclid Chemical Company.
 - c. Or approved equal.
- E. Epoxy-Cement Bonding Agent:
1. Three-component blended epoxy resin-cement bonding agent.

2. Products and Manufacturers: Provide one of the following:
 - a. Sika Armatec 110 EpoCem, by Sika Corporation.
 - b. Duralprep A.C., by Euclid Chemical Company.
 - c. Or approved equal.
- F. Preformed Expansion Joint Filler:
 1. Provide preformed expansion joint filler complying with ASTM D1752, Type I (sponge rubber) or Type II (cork).
- G. Joint Sealant and Accessories:
 1. For joint sealants and accessories used on isolation joints, control joints, and expansion joints, refer to Section 07 92 00, Joint Sealants.

2.6 GROUT

- A. Non-shrink Grout:
 1. Pre-packaged, non-metallic, cementitious grout requiring only the addition of water at the Site.
 2. Minimum 28-day Compressive Strength: 7,000 psi.
 3. Products and Manufacturers: Provide one of the following:
 - a. NS Grout by Euclid Chemical Company.
 - b. Set Grout by Master Builders, Inc.
 - c. NBEC Grout by Five Star Products, Inc.
 - d. Or approved equal.
- B. Epoxy Grout:
 1. Pre-packaged, non-shrink, non-metallic, 100 percent solids, solvent-free, moisture-insensitive, three-component epoxy grouting system.
 2. Minimum Seven-day Compressive Strength: 14,000 psi, when tested in accordance with ASTM C579.
 3. Products and Manufacturers: Provide one of the following:
 - a. Euco High Strength Grout, by Euclid Chemical Company.
 - b. Sikadur 42, Grout Pak, by Sika Corporation.
 - c. Five Star Epoxy Grout, by Five Star Products, Inc.
 - d. Or approved equal.
- C. Grout Fill:
 1. Grout mix shall consist of cement, fine and coarse aggregates, water, and admixtures complying with requirements specified in this Section for similar materials in concrete.
 2. Proportion and mix grout fill as follows:
 - a. Minimum Cement Content: 564 pounds per cubic yard.
 - b. Maximum Water-Cement Ratio: 0.45.
 - c. Maximum Coarse Aggregate size: 1/2-inch, unless otherwise indicated.
 - d. Minimum 28-day Compressive Strength: 4,000 psi.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Contractor shall examine the substrate and the conditions under which the Work will be performed and notify Engineer in writing of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions are corrected.

3.2 FORMWORK

- A. Construct formwork in accordance with ACI 347 such that concrete members and structures are of correct size, shape, alignment, elevation, and position.
- B. Provide openings in formwork to accommodate the Work of other trades. Accurately place and securely support items required to be built into formwork.
- C. Clean and adjust forms prior to placing concrete. Apply form release agents or wet forms as required. Re-tighten forms during and after concrete placing, when required, to eliminate cement paste leaks.
- D. Removing Formwork:
 - 1. Comply with ACI 301 and ACI 347, except as otherwise indicated in the Contract Documents.
 - 2. Do not remove formwork and shoring until supported concrete members have acquired minimum of 90 percent of specified compressive strength. Results of suitable quality control tests of field-cured specimens may be submitted to Engineer for review as evidence that concrete has attained sufficient strength for removal of supporting formwork and shoring prior to removal times indicated in the Contract Documents.
 - 3. Removal time for formwork is subject to Engineer's acceptance.
 - 4. Repair form tie-holes following in accordance with ACI 301.

3.3 REINFORCING, JOINTS, AND EMBEDDED ITEMS

- A. Comply with the applicable recommendations of Laws and Regulations and standards referenced in this Section, including CRSI MSP1, for details and methods of placing and supporting reinforcing.
- B. Clean reinforcing to remove loose rust and mill scale, earth, ice, and other materials which act to reduce or destroy bond between reinforcing material and concrete.
- C. Position, support, and secure reinforcing against displacement during formwork construction and concrete placing. Locate and support reinforcing by means of metal chairs, runners, bolsters, spacers, and hangers, as required.
 - 1. Place reinforcing to obtain minimum concrete coverages as shown on the Drawings and as required in ACI 318. Arrange, space, and securely tie bars

- and bar supports together with 16-gage wire to hold reinforcing accurately in position during concrete placing. Set with ties so that twisted ends are directed away from exposed concrete surfaces.
2. Do not secure reinforcing to formwork using wire, nails or other ferrous metal. Metal supports subject to corrosion shall not be in contact with formed or exposed concrete surfaces.
- D. Provide sufficient quantity of supports of strength required to carry reinforcing. Do not place reinforcing more than two inches beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- E. Splices: Provide standard reinforcing splices by lapping ends, placing bars in contact, and tying tightly with wire. Comply with requirements shown or indicated for minimum lap of spliced bars, as shown on the Drawings.
- F. Install welded wire fabric in lengths as long as practical, lapping adjoining sections a minimum of one full mesh.
- G. Do not place concrete until reinforcing is inspected and Engineer indicates that conditions are acceptable for placing concrete. Concrete placed in violation of this paragraph will be rejected. Notify Engineer in writing at least two working days prior to proposed concrete placement.
- H. Joints:
1. Provide construction, isolation, expansion, and control joints as indicated or required. Locate construction joints so as to not impair the strength and appearance of the structure. Place isolation and control joints in slabs-on-grade to stabilize differential settlement and random cracking.
 2. Locations of joints shall be in accordance with the Contract Documents and as approved by Engineer in the Shop Drawings.
 3. Where construction joints are indicated to be roughened, intentionally roughen surfaces of previously-placed concrete to amplitude of 1/4-inch.
- I. Installation of Embedded Items: Set and build into the Work anchorage devices and embedded items required for other Work that is attached to, or supported by, cast-in-place concrete. Use setting diagrams, templates, and instructions provided under other Sections for locating and setting. Refer to Paragraph 1.1.B of this Section. Do not embed in concrete uncoated aluminum items. Where aluminum items are in contact with concrete surfaces, coat aluminum to prevent direct contact with concrete.
- J. Adhesive Dowels:
1. Adhesive dowels shall be reinforcing bar dowels set in an adhesive in hole drilled into hardened concrete. Comply with adhesive system manufacturer's installation instructions regarding hole diameter, drilling method, embedment depth required to fully develop required tensile strength, and hole cleaning

and preparation instructions. Unless more-stringent standards are required by adhesive system manufacturer, comply with the following.

2. Drill holes to adhesive system manufacturer's recommended diameter and depth to develop required tensile strength. Holes shall not be more than 1/4-inch greater than nominal bar diameter, and hole depth shall not be less than twelve times nominal bar diameter. Hammer-drill holes. Cored holes are not allowed.
3. Embedment depths shall be based on concrete compressive strength of 2,000 psi when embedded in existing concrete, and 4,000 psi when embedded in new concrete.
4. Determine location of existing reinforcing steel in vicinity of proposed holes prior to drilling. Adjust location of holes to be drilled to avoid drilling through or damaging existing reinforcing bars only when approved by Engineer.
5. Before setting adhesive dowel, hole shall be free of dust and debris using method recommended by adhesive system manufacturer. Hole shall be brushed, with manufacturer-approved brush and blown clean with clean, dry, oil-free compressed air to remove dust and loose particles. Hole shall be dry as defined by adhesive system manufacturer.
6. Inject adhesive into hole through injection system mixing nozzle and necessary extension tubes, placed to bottom of hole. Withdraw discharge end as adhesive is placed, but keep end of tube immersed to prevent forming air pockets. Fill hole to depth that ensures that excess material is expelled from hole during dowel placement.
7. Twist dowels during insertion into partially-filled hole to guarantee full wetting of bar surface with adhesive. Insert bar slowly to avoid developing air pockets.

3.4 CONCRETE PLACING

- A. Site Mixing: Use drum-type batch machine mixer, mixing not less than 1.5 minutes for one cubic yard or smaller capacity. Increase required mixing time by minimum of 15 seconds for each additional cubic yard or fraction thereof.
- B. Ready-Mixed Concrete: Comply with ASTM C94/C94M.
- C. Concrete Placing:
 1. Place concrete in a continuous operation within planned joints or sections in accordance with ACI 304R.
 2. Do not begin placing concrete until work of other trades affecting concrete is completed.
 3. Wet concrete and subgrade surfaces to saturated surface dry condition immediately prior to placing concrete.
 4. Deposit concrete as near its final location as practical to avoid segregation due to re-handling or flowing.
 5. Avoid separation of the concrete mixture during transportation and placing. Concrete shall not free-fall for distance greater than four feet during placing.

6. Complete concrete placing within 90 minutes of addition of water to the dry ingredients.
- D. Consolidate placed concrete in accordance with ACI 309R using mechanical vibrating equipment supplemented with hand rodding and tamping, such that concrete is worked around placing and other embedded items and into all parts of formwork. Insert and withdraw vibrators vertically at uniformly-spaced locations. Do not use vibrators to transport concrete within the formwork. Vibration of formwork or placing is not allowed.
- E. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placing, and curing.
 1. In hot weather comply with ACI 305R.
 2. In cold weather comply with ACI 306R.

3.5 QUALITY OF CONCRETE WORK

- A. Make concrete solid, compact, smooth, and free of laitance, cracks, and cold joints.
- B. Concrete for liquid-retaining structures and concrete in contact with earth, water, or exposed directly to the elements shall be watertight.
- C. Cut out and properly replace to extent directed by Engineer, or repair to satisfaction of Engineer, surfaces that contain cracks or voids, are unduly rough, or are in defective in any way. Patches or plastering are unacceptable.
- D. Repair, removal and replacement of defective concrete directed by Engineer shall be at no additional cost to Owner.

3.6 CURING

- A. Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by using moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until formwork is removed. Provide protection, as required, to prevent damage to exposed concrete surfaces. Total curing period shall not be less than seven days. Curing methods and materials shall be compatible with scheduled finishes.

3.7 FINISHING

- A. Slab Finish:
 1. After placing concrete slabs, do not work the surface further until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently. Use a wood float only. Check and level surface plane to a tolerance not exceeding 1/4-inch in ten feet when tested with a ten foot straightedge placed on the surface at not less than two different angles. Cut down high spots and fill low spots. Uniformly slope

surfaces to drains. Immediately after leveling, re-float the surface to a uniform, smooth, granular texture. Slab surfaces shall receive a float finish. Provide additional trowel finishing as required in this Section.

2. After floating, begin first trowel finish operation using power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over the surface.
 3. Consolidate concrete surface by the final hand troweling operation. Finish shall be free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8-inch in ten feet when tested with a ten-foot straightedge. Grind smooth surface defects that would telegraph through applied floor covering system.
 4. Use trowel finish for the following:
 - a. Interior exposed slabs, unless otherwise shown or indicated.
 - b. Apply non-slip broom finish, after troweling, to exterior concrete slab and elsewhere as shown.
- B. Apply chemical floor hardener to exposed interior concrete floor areas when cured and dry, in accordance with hardener manufacturer's instructions.
- C. Formed Finish:
1. Provide smooth form concrete finish at exposed surfaces. Use largest practical form panel sizes to minimize form joints. Exposed surfaces include interior water-contacting surfaces of tanks, whether or not directly visible. All surfaces shall be considered as exposed, unless buried or covered with permanent structural or architectural material. After removing forms, patch form tie holes and defects in accordance with ACI 301. Remove fins exceeding 1/8-inch in height. Where surface will be coated or will receive further treatment, remove all fins flush with concrete surface.
 2. Provide rough form finish at all unexposed surfaces. After removing forms, patch form tie holes and defects in accordance with ACI 301. Remove fins exceeding 1/2-inch in height.

3.8 GROUT PLACING

- A. Place grout as shown and indicated, and in accordance with grout manufacturer's instructions and recommendations. If grout manufacturer's instructions conflict with the Contract Documents, notify Engineer and not proceed until obtaining Engineer's clarification.
- B. Dry-packing is not allowed, unless otherwise indicated.
- C. Manufacturers of proprietary grout materials shall make available upon 72 hours notice the services of qualified, full-time, factory-trained employee to aid in ensuring proper use of grout materials at the Site.
- D. Placing grout shall comply with temperature and weather limitations described in Article 3.4 of this Section.

3.9 FIELD QUALITY CONTROL

A. Site Testing Services:

1. Contractor shall employ independent testing laboratory to perform field quality control testing for concrete. Engineer will direct where samples are obtained.
2. Testing laboratory will provide all labor, material, and equipment required for sampling and testing concrete, including: scale, glass tray, cones, rods, molds, air tester, thermometer, and other incidentals required.

B. Quality Control Testing During Construction:

1. Perform sampling and testing for field quality control during concrete placing, as follows:
 - a. Sampling Fresh Concrete: ASTM C172.
 - b. Slump: ASTM C143/C143M; one test for each concrete load at point of discharge.
 - c. Concrete Temperature: ASTM C1064/C1064M; one for every two concrete loads at point of discharge, and when a change in the concrete is observed. Test each load when time from batching to placement exceeds 75 minutes.
 - d. Air Content: ASTM C231; one for every two concrete load at point of discharge, and when a change in the concrete is observed.
 - e. Unit Weight: ASTM C138/C138M; one for every two concrete loads at point of discharge, and when a change in the concrete is observed.
 - f. Compression Test Specimens:
 - 1) In accordance with ASTM C31/C31M, make one set of compression cylinders for each 50 cubic yards of concrete, or fraction thereof, of each mix design placed each day. Each set shall be four standard cylinders, unless otherwise directed by Engineer.
 - 2) Cast, store, and cure specimens in accordance with ASTM C31/C31M.
 - g. Compressive Strength Tests:
 - 1) In accordance with ASTM C39/C39M; one specimen tested at seven days, and three specimens tested at 28 days.
 - 2) Concrete that does not comply with strength requirements will be considered as defective Work.
 - h. Submit test results from certified testing laboratory to Engineer within 24 hours of completion of test.
 - i. When there is evidence that strength of in-place concrete does not comply with the Contract Documents, Contractor shall employ the services of concrete testing laboratory to obtain cores from hardened concrete for compressive strength determination. Cores and tests shall comply with ASTM C42/C42M and the following:

END OF SECTION

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SECTION 09 91 00

PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to furnish and apply paint systems.
 - a. CONTRACTOR is responsible for surface preparation and painting of all new and existing interior and exterior items and surfaces throughout the Project areas included under this and other Sections.
2. Extent of painting includes the Work specified below. Painting shown in schedules may not provide CONTRACTOR with complete indication of all painting Work. Refer to Article 2.2 of this Section where all surfaces of generic types specified are specified for preparation and painting according to their status, intended function, and location, using the painting system for that surface, function, and location as specified, unless specifically identified on the Drawings as a surface not to receive specified painting system.
 - a. All new and specifically identified existing surfaces and items except where natural finish of material is specified as a corrosion-resistant material not requiring paint; or is specifically shown as indicated by written note, or specified as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint them the same as adjacent similar materials or areas.
 - b. Surface preparation and painting of all new and specifically identified existing items, both interior and exterior, and other surfaces, including items furnished by OWNER, are included in the Work, except as otherwise shown or specified.
 - c. Removal of all substances, top coats, primers and all intermediate coats of paint and other protective or decorative coatings on those items and surfaces to remain that are identified to receive a painting system under this Section, to provide surfaces acceptable for application of painting specified.

B. Coordination:

1. Review installation, removal, and demolition procedures and coordinate them with the Work specified in this Section.
2. Coordinate painting of areas that will become inaccessible once equipment and similar fixed items have been installed.
3. Furnish information to ENGINEER on characteristics of finish materials proposed for use and ensure compatibility with prime coats used. Provide

barrier coats over incompatible primers or remove and repaint as required. Notify ENGINEER in writing of anticipated problems using specified painting systems with surfaces primed by others. Reprime equipment primed in factory and other factory-primed items that are damaged or scratched.

- C. Work Not Included: The following Work is not included as painting Work:
1. Shop Priming: Shop priming of structural metal, miscellaneous metal fabrications, other metal items and fabricated components such as shop-fabricated or factory-painted process equipment, plumbing equipment, heating and ventilating equipment, electrical equipment, and accessories shall conform to applicable requirements of this Section.
 2. Pre-finished Items:
 - a. Items furnished with such finishes as baked-on enamel, porcelain, and polyvinylidene fluoride shall only be touched up at Site by CONTRACTOR using manufacturer's recommended compatible field-applied touchup paint.
 - b. Items furnished with finishes such as chrome plating or anodizing.
 3. Concealed Surfaces: Non-metallic wall or ceiling surfaces in areas not exposed to view, and generally inaccessible areas, such as furred spaces, pipe chases, duct shafts, and elevator shafts.
 4. Concrete floors, unless specifically shown as a surface to be painted.
 5. Face brick, glazed structural tile, and prefaced, ground-faced or split-faced concrete unit masonry.
 6. Exterior face of architectural precast concrete.
 7. Collector bearings, shafts and chains, wood flights, wood stop logs, and wood or fiberglass baffles.
 8. Corrosion-Resistant Metal Surfaces: Where the natural oxide of item forms a barrier to corrosion, whether factory- or Site-formed, including such materials as copper, bronze, muntz metal, terne metal, and stainless steel.
 9. Operating Parts and Labels:
 - a. Do not paint moving parts of operating units, mechanical and electrical parts such as valve and damper operators, linkages, sensing devices, interior of motors, and fan shafts.
 - b. Do not paint over labels required by governing authorities having jurisdiction at Site, or equipment identification, performance rating, nameplates, and nomenclature plates.
 - c. Cover moving parts and labels during the painting with protective masking. Remove all protective masking upon completion of Work. Remove all paint, coatings, and splatter that comes in contact with such labels.
 10. Structural and miscellaneous metals covered with concrete need not receive primers, intermediate, or finish coats of paint.
- D. Description of Colors and Finishes:
1. Color Selection: ENGINEER reserves the right to select non-standard colors for paint systems specified within ability of paint manufacturer to

produce such non-standard colors. Provide such colors at no additional expense to OWNER.

1. Color Coding of Pipelines, Valves, Equipment, and Ducts:
 - a. Color-coding of pipelines, valves, equipment and ducts shall comply with applicable standards of ANSI A13.1, ANSI Z535.1, CFR 1910.144, Recommended Standards for Water Works, and Recommended Standards for Wastewater Facilities.
 - b. For equipment located on roofs and equipment that is exposed-to-view, color will be selected by ENGINEER.

1.2 REFERENCES

- A. Referenced Standards: Standards referenced in this Section are:
 1. ANSI A13.1, Scheme for Identification of Piping Systems.
 2. ANSI Z535.1, Safety Color Code.
 3. ASTM D16, Terminology for Paint, Related Coatings, Materials and Applications.
 4. ASTM D2200, Pictorial Surface Preparation Standards for Painting Steel Surfaces.
 5. ASTM D4262, Testing Method for pH of Chemically Cleaned or Etched Concrete Surfaces.
 6. ASTM D4263, Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 7. ASTM D4541, Test Methods for Pull-Off Strength of Coatings Using Portable Adhesion-Testers.
 8. ASTM E329, Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
 9. ASTM G210, Standard Practice for Operating the Severe Wastewater Analysis Testing Apparatus
 10. Ozone Transport Commission, (OTC), OTC Model Rule for Architectural and Industrial Maintenance Coatings.
 11. SSPC PA 2, Measurement of Dry Coating Thickness with Magnetic Gages.
 12. SSPC VIS 1, Visual Standard for Abrasive Blast Cleaned Steel.
 13. SSPC VIS 2, Method of Evaluating Degree of Rusting/Painted Steel Surfaces.
 14. SSPC Volume 2, Systems and Specifications.

1.3 DEFINITIONS

- A. Coating terms defined in ASTM D16 apply to this Section.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications:
 1. Engage a single applicator regularly performing installation of painting systems, with documented skill and successful experience in installing types

of products required and agrees to employ only tradesmen trained, skilled, and with successful experience in installing types of products specified.

- B. Testing Agency Qualifications: Provide independent testing agency with experience and capability to satisfactorily conduct testing specified in accordance with ASTM E329. Testing agency shall be selected by OWNER and paid for by CONTRACTOR.
- C. Source Quality Control:
 - 1. Obtain products from manufacturers that will provide services of a qualified manufacturer's representative at Site at commencement of painting Work to advise on products, mock-ups, installation, and finishing techniques, at completion of the Work to advise ENGINEER on acceptability of completed Work, and during course of Work as requested by ENGINEER.
 - 2. Submit "or equal" products, when proposed, with direct comparison to products specified, including information on durability, adhesion, color and gloss retention, percent solids, VOC's grams per liter, and recoatability after curing.
 - 3. "Or equal" manufacturers shall furnish same color selection as manufacturers specified, including intense chroma and custom pigmented colors in painting systems.
 - 4. Color Pigments: Provide pure, non-fading, applicable types to suit surfaces and services indicated. Comply with the following:
 - a. Lead and Chromate: Lead and chromate content shall not exceed amount allowed by authorities having jurisdiction.
 - b. Through CONTRACTOR, paint manufacturer shall notify ENGINEER of colors that are not suitable for long-term color retention in areas subject to hydrogen sulfide fume exposure.
 - c. Manufacturer shall identify colors that meet requirements of authorities having jurisdiction at Site for use in locations subject to contact with potable water or water that will be treated to become potable.
 - d. Comply with paint manufacturers' recommendations on preventing coating contact with levels of carbon dioxide and carbon monoxide that may cause yellowing during application and initial stages of curing of paint coatings.
- D. Regulatory Requirements:
 - 1. Comply with VOC content limits of Ozone Transport Commission (OTC), Model Rule for Architectural and Industrial Maintenance Coatings.
 - a. Industrial Maintenance Coatings: 340 grams per liter
 - b. Interior and Exterior Non-Flat Coatings: 250 grams per liter
 - 2. Comply with the following:
 - a. 29 CFR 1910.144, Safety Color Code for Marking Physical Hazards.
 - b. 40 CFR, Subpart D-2001, National Volatile Organic Compound Emission Standards for Architectural Coatings.
- c. Resource Conservation and Recovery Act of 1976 (RCRA)

- d. SW-846, Toxic Characteristic Leaching Procedure (TCLP).
 - 3. Comply with authorities having jurisdiction at Site for blast cleaning, confined space entry, and disposition of spent abrasive and debris.
- E. Pre-Painting Conference:
 - 1. Conduct a pre-painting conference at the Site to review specified requirements. Meeting attendees shall include painting applicator and its foreman, paint manufacturer's technical representative, installers of other work in and around painting that must follow painting Work, ENGINEER, and other representatives directly concerned with performance of painting Work.

1.5 SUBMITTALS

- A. Action Submittals: Submit the following:
 - 1. Product Data:
 - a. Copies of manufacturer's technical data sheets, including surface preparation, number of coats, dry film thickness, test performance data including paint analysis, VOC and chemical component content in comparison to maximum allowed by the Contract Documents, and application instructions for each product proposed for use
 - b. Submit proof of acceptability of proposed application techniques by paint manufacturer selected.
 - c. Copies of CONTRACTOR's proposed protection procedures in each area of the Work explaining methods of protecting adjacent surfaces from splatter, for confining application procedures in a manner that allows other work adjacent to surface preparation and painting Work to proceed safely and without interruption, and for maintaining acceptable application, curing, and environmental conditions during and after painting systems application.
 - d. List each material and cross-reference to the specific painting system and application, including a list of site-specific surfaces to which painting system will be applied. Identify by manufacturer's catalog number and general classification. State number of gallons of each product being purchased for delivery to Site and square foot area calculated to be covered by each painting system specified based on theoretical loss of 20 percent. Where actual area to be covered by paint system exceeds area submitted to ENGINEER for that system, proof of additional material purchase shall be provided to ENGINEER. Calculated coverage shall be as specified for each component of each painting system specified. This requirement does not take precedence over CONTRACTOR's responsibility to provide dry film thickness required for each component of each painting system.
 - e. Identify maximum exposure times allowable for each paint system component before next coat of paint can be applied. Submit

- proposed methods for preparing surfaces for subsequent coats if maximum exposure times are exceeded.
 - f. Information on curing times and environmental conditions that affect curing time of each paint system component and proposed methods for accommodating variations in curing time. Identify this information for each painting system in the Work.
 - g. Specification for spray equipment with cross-reference to paint manufacturer's recommended equipment requirements.
 - 2. Samples:
 - a. Copies of manufacturer's complete color charts for each coating system.
- B. Informational Submittals: Submit the following:
- 1. Certificates:
 - a. Certificate from paint manufacturer stating that materials meet or exceed Contract Documents requirements.
 - b. CONTRACTOR shall provide notarized statement verifying that all painting systems are compatible with surfaces specified. All painting systems components shall be reviewed by an authorized technical representative of paint manufacturer for use as a compatible system. Verify that all painting systems are acceptable for exposures specified and that paint manufacturer is in agreement that selected systems are proper, compatible, and are not in conflict with paint manufacturer's recommended specifications. Show by copy of transmittal form that a copy of letter has been transmitted to paint applicator.
 - 2. Test Reports:
 - a. Certified laboratory test reports for required performance and analysis testing in compliance with ASTM E329.
 - b. Adhesion testing plan and procedures.
 - c. Results of adhesion testing on existing surfaces containing paints or other coatings to be topcoated with paint systems specified. Prior to adhesion testing, submit a testing plan establishing methods, procedures and number of tests in each area where existing coatings are to remain and become substrate for painting Work. Based on results of adhesion testing, recommend methods, procedures, and painting system modifications, if necessary, for proceeding with Work.
 - d. Locations of and test methods for soil sampling before beginning Work and after Substantial Completion.
 - e. Proposed methods for testing, handling, and disposal of waste generated during Work.
 - f. Results of alkalinity and moisture content tests performed per ASTM D4262 and ASTM D4263.
 - g. Results of film thickness, holidays, and imperfections tests.
 - 3. Manufacturer's Instructions: Provide paint manufacturer's storage, handling,

4. and application instructions prior to commencing painting Work at Site.
 5. Manufacturer's Site Reports: Provide report of paint manufacturer's representative for each visit to Site by paint manufacturer's representative.
 6. Special Procedure Submittals:
 - a. Proposed protection procedures for each area of Work, explaining methods of protecting adjacent surfaces from splatter, for confining application procedures in a manner that allows other work adjacent to surface preparation and painting Work to proceed safely and without interruption.
 - b. Site-specific health and safety plan.
 - c. Procedures for maintaining acceptable application, curing and environmental conditions during and after painting systems application.
 - d. Procedures for providing adequate lighting, ventilation, and personal protection equipment relative to painting Work.
 7. Qualifications:
 - a. Applicator.
 - b. Testing laboratory
- C. Closeout Submittals: Submit the following:
1. Maintenance Manual: Upon completion of the painting Work, furnish ENGINEER five copies of detailed maintenance manual including the following information:
 - a. Complete and updated product catalog of paint manufacturer's currently available products including complete technical information on each product. Identify product names and numbers of each product used in the painting Work.
 - b. Name, address, e-mail address and telephone number of manufacturer, local distributor, applicator and technical representative.
 - c. Detailed procedures for routine maintenance and cleaning.
 - d. Detailed procedures for light repairs such as dents, scratches and staining.
 2. Statement of Application: Upon completion of the painting Work, submit a notarized statement to ENGINEER signed by CONTRACTOR and painting applicator stating that Work complies with requirements of the Contract Documents and that application methods, equipment, and environmental conditions were proper and adequate for conditions of installation and use.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Product Delivery Requirements: Deliver products to Site in original, new, and unopened packages and containers, accurately and legibly and accurately labeled with the following:
1. Container contents, including name and generic description of product.
 2. Manufacturer's stock number and date of manufacture.
 3. Manufacturer's name.

4. Contents by volume, for major pigment and vehicle constituents.
 5. Grams per liter of volatile organic compounds.
 6. Thinning instructions, where recommended.
 7. Application instructions.
 8. Color name and number.
- B. Product Storage Requirements:
1. Store acceptable materials at Site.
 2. Store in an environmentally controlled location as recommended in paint manufacturer's written product information. Keep area clean and accessible. Prevent freezing of products.
 3. Store products that are not in actual use in tightly covered containers.
 4. Comply with health and fire regulations of authorities having jurisdiction at Site.
- C. Product Handling Requirements:
1. Handle products in a manner that minimizes the potential for contamination, or incorrect product catalyzation.
 2. Do not open containers or mix components until necessary preparatory work has been completed and approved by ENGINEER and painting Work will start immediately.
 3. Maintain containers used in storing, mixing, and applying paint in a clean condition, free of foreign materials and residue.

1.7 SITE CONDITIONS

- A. Site Facilities:
1. Supplemental heat sources, as required to maintain both ambient and surface temperatures within range recommended by paint manufacturer for paint system applications, are not available at the Site.
 2. Provision of supplemental heat energy sources, power, equipment, and operating, maintenance, and temperature-monitoring personnel is CONTRACTOR's responsibility.
 3. Do not use heat sources that emit carbon dioxide or carbon monoxide into areas being painted. Properly locate and vent heat sources to exterior so that paint systems and personnel are unaffected by exhaust products.
- B. Existing Conditions:
1. Existing surfaces to receive painting Work shall have their surfaces prepared to meet requirements of painting systems specified. Prior to initiating painting Work, perform adhesion tests on existing surfaces to be painted. Perform testing per ASTM D4541 or other method acceptable to ENGINEER. Number and location of tests shall be sufficient to determine the condition of existing coatings and suitability of existing coatings to remain to provide an acceptable substrate for new coatings. Submit testing plan prior to testing and provide ENGINEER the adhesion test results.

2. Provide abrasive blasting, scraping, or other abrading or surface film removal, or preparatory techniques accepted by ENGINEER.
 3. Before commencing painting in an area, surfaces to be painted and floors shall be cleaned of dust using commercial vacuum cleaning equipment equipped with high-efficiency particulate air (HEPA) filters and dust containment systems.
 4. After painting operations have started in a given area, cleaning only with commercial vacuum cleaning equipment with high-efficiency particulate air (HEPA) filters and dust containment systems.
- C. Environmental Requirements:
1. Comply with manufacturer's published requirements.
- D. Protection:
1. Cover or otherwise protect finished Work of other trades and those surfaces not being painted concurrently and not to be painted.
 2. During surface preparation and painting, facility shall remain in operation. Use procedures that prevent contamination of process or cause or require facility shutdown.
 3. Coordinate and schedule surface preparation and painting to avoid exposing personnel to hazards associated with painting Work. Provide required personnel safety equipment per requirements of authorities having jurisdiction at Site.
 4. Submit protection procedures to be employed. Do not begin surface preparation and painting Work until ENGINEER accepts protection techniques proposed by CONTRACTOR.
 5. When working with flammable materials, provide fire extinguishers and post temporary signs warning against smoking and open flame.

PART 2 - PRODUCTS

2.1 PAINTING SYSTEM MANUFACTURERS

- A. Products and Manufacturers: Where referenced under painting systems, provide painting systems manufactured by the following:
1. Tnemec Company, Incorporated (TCI).
 2. The Carboline Company, part of StonCor Group, an RMP Company (TCC).
 3. Sherwin-Williams Company (SWC).
 4. Or equal.

2.2 PAINTING SYSTEMS

- A. New and Existing Cast-In-Place Concrete – All exposed concrete surfaces, submerged and non-submerged:
1. Surface Preparation: Refer to Paragraphs 1.7.B, 3.2.A, and 3.2.B.
 2. All concrete surfaces are to receive an abrasive blast or equivalent to remove existing coatings, laitance, form release agents, curing compounds,

sealers and other contaminants and to provide a surface profile in accordance with SSPC-SP13/NACE 6, or ICRI CSP5.

3. Primer-Filler/Finish:

a. Generic Components:

- 1) Primer - 100% solids (mixed) epoxy modified cementitious mortar - high-performance, aggregate reinforced material.
- 2) First Coat - 100% solids (mixed), modified aliphatic amine epoxy mortar.
- 3) Finish Coats – 100% solids (mixed), modified polyamine epoxy.
- 4) Products must provide hydrogen sulfide exposure test result in accordance with ASTM G210 with coating final impedance minimum measurement using Electrochemical Impedance Spectroscopy (EIS) of 8 Ohms-cm² @0.1 Hz.

b. Products and Manufacturers: Provide one of the following:

- 1) Primer: MortarClad Series 218, (TCI), 60.0 to 62.0 dry mils per coat.
- 2) First Coat: Perma-Shield H2S Series 434 (TCI), 125.0 dry mils per coat.
- 3) Finish Coats: Perma-Glaze Series 435 (TCI), 15.0 to 20.0 dry mils per coat.

B. New and Existing Ferrous Metals, Miscellaneous Ferrous Metals, Exterior Surfaces of Valves, Exterior Surfaces of Ferrous Piping, and Exterior Surfaces of All Ferrous Metal; Non-submerged; Outside of Pump Station Wet Well:

1. Surface Preparation: Refer to Paragraphs 1.7.B, 3.2.A, 3.2.C.1, and 3.2.C.2.

2. Shop Primer:

a. Generic Components:

- 1) Minimum 66 percent volume solids, build, two-component, cycloaliphatic amine-catalyzed epoxy or polyamido-amine epoxy coating; 300 grams per liter VOC, maximum.

b. Products and Manufacturers: Provide one of the following:

- 1) Amercoat 370 (PPG PMC); Series N69 Hi-Build Epoxoline (TCI); Carboguard 954 HB (TCC): One coat, 4.0 to 6.0 dry mils.

3. Field Primer and Touch-Up:

a. Generic Components:

- 1) Minimum 100 percent volume solids, high-build, two-component, polyamide-catalyzed epoxy; 8 grams per gallon VOC, maximum.

b. Products and Manufacturers: Provide one of the following:

- 1) Amerlock Sealer (PPG PMC); Series N69 Hi-Build Epoxoline (TCI); Carboguard 954 HB (TCC); Cor-Cote HP (SWC): One coat.

4. Finish: Gloss:

a. Generic Components:

- 1) Minimum 80 percent volume solids, high-build, chemical-resistant, high-gloss, modified, polyamine- or polyamidoamine-catalyzed epoxy finish; 180 grams per liter VOC, maximum.
 - b. Products and Manufacturers: Provide one of the following:
 - 1) Amerlock 2/400 Series (PPG PMC); Series 104 H.S. Epoxy (TCI); Carboguard 890 LT (TCC); Cor-Cote HP (SWC):
 - a) Horizontal Surfaces: One coat, 6.0 to 12.0 dry mils.
 - b) Vertical Surfaces: One coat, 4.0 to 8.0 dry mils.
- C. New Ferrous Metals, Non-Ferrous Metals and Exterior Surfaces of Piping; Non-Submerged, Submerged, or Intermittently Submerged, including up to 4.0-ft above liquid surface; Inside Pump Station Wet Well:
1. Surface Preparation: Refer to Paragraphs 1.7.B, 3.2.A, 3.2.C.1, and 3.2.C.2.
 2. Factory Primer:
 - a. Generic Components:
 - 1) Minimum 100 percent solids, modified polyamine epoxy; 119 grams per liter VOC, maximum.
 - b. Products and Manufacturers: Provide one of the following:
 - 1) Series 435 Perma-Glaze (TCI); Plasite 5372 (TCC); Cor-Cote SC Coating (SWC): One coat, 10.0 to 15.0 dry mils.
 3. Shop Prime/Touch-Up/Finish, Satin:
 - a. Generic Components:
 - 1) Minimum 100 percent solids, modified polyamine epoxy; 119 grams per liter VOC, maximum.
 - b. Products and Manufacturers: Provide one of the following:
 - 1) Series 435 Perma-Glaze (TCI); Plasite 5372 (TCC); Cor-Cote SC Coating (SWC): One coat, 10.0 to 15.0 dry mils.

2.3 INSTRUMENTS

- A. Instruments:
1. Provide one new dry-film thickness gauge for checking film thickness, one holiday detector to detect holidays or holes in the coating, and one set of visual standards to check surface preparation. Calibrate dry film thickness gauge at Site using Bureau of Standards standard shim blocks. After performing testing, furnish instruments and standards to OWNER.
 2. Products and Manufacturers: Provide the following:
 - a. Film Thickness Testers: Model FM-III manufactured by Mikrotest, or equal.
 - b. Holiday detector shall be Model M-1 as manufactured by Tinker & Rasor, or equal.
 - c. Visual Standards: ASTM D2200, Swedish Standards, SSPC VIS 1.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine areas and conditions under which painting Work is to be performed and notify ENGINEER in writing of conditions detrimental to proper and timely completion of Work. Do not proceed with Work until unsatisfactory conditions have been corrected in a manner acceptable to ENGINEER.
- B. Do not paint over existing paint where there is no assurance that existing paint will provide an acceptable surface for long-term adherence and durability of painting systems specified, or where paint manufacturer requires removal of all existing paint to recommend use of specified painting system.

3.2 SURFACE PREPARATION

- A. General:
 - 1. Test for moisture content of surfaces before commencement of painting Work. Test for moisture in concrete in compliance with ASTM D4263. Report results to ENGINEER before commencing Work.
 - 2. Perform preparation and cleaning procedures as specified herein and in strict accordance with paint manufacturer's approved instructions for each surface and atmospheric condition.
 - 3. CONTRACTOR shall provide effective surface-applied protection for in place items that do not require painting prior to surface preparation and painting operations.
 - 4. CONTRACTOR shall remove as necessary items that must be field-painted where adjacent surfaces cannot be completely protected from splatter or overspray. Following completion of painting of each space or area, the removed items shall be reinstalled by workers skilled in the trades involved.
 - 5. Clean surfaces to be painted before applying painting system components. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning.
 - 6. Prepare surfaces that were improperly shop-painted and abraded or rusted shop-painted surfaces as specified.
- B. Cast-In-Place Concrete:
 - 1. Prepare surfaces of concrete unit masonry to be painted by removing all existing coatings, efflorescence, chalk, dust, dirt, grease, oils, and other contamination using soap and water. Surfaces shall be clean and dry at time of paint system application.
 - 2. Concrete unit masonry that cannot be adequately cleaned using soap and water shall be acid etched with a commercial solution of 15 percent muriatic acid.
 - 3. Prepare and clean cast-in-place concrete and precast concrete surfaces per ASTM D4259 to provide a uniform and continuous anchor profile of

approximately one mil. Provide mechanical abrading and abrasive blasting per ASTM D4259. Use 40 to 80-mesh abrasive and clean, dry, compressed air. Compressed air cleanliness shall be per ASTM D4285. Pressure at blasting nozzle shall not exceed 80 pounds per square inch. Do not concentrate blast on surface; instead, move at a fairly rapid rate to provide a surface free of laitants and contaminants. Provide post-surface preparation cleaning per ASTM D4258 to remove loose material. Surface preparation shall open all surface air holes by removing laitance shoulders surrounding air holes. Vacuum surfaces to remove dust and sand, and wash with potable water.

4. Where paint system is for chemical containment barrier protection, repair cracks and expansion joints in concrete and provide 2-inch radiused cove base fillets at equipment pads and containment walls as part of complete chemical containment paint system Work. Use materials and techniques recommended by manufacturers of the paint and concrete repair products.
5. Remove from cast-in-place concrete fins, projections, and other surface irregularities that would protrude above level of finished intermediate fillers and surfacers. Remove by chipping and scarification by mechanical abrasion.
6. Using specified filler and surfacer, patch cast-in-place concrete and precast concrete surfaces as required to completely fill surface air holes and honeycombing. Level all protrusions, grind filler and surfacing compounds smooth, and level with adjacent surfaces.
7. Perform tests per ASTM D4262 and ASTM D4263 to verify alkalinity and moisture content of surfaces to be painted, and report findings to ENGINEER. If, in ENGINEER's opinion, surfaces are sufficiently alkaline to cause blistering and burning of paint, correct the condition before applying paint. Provide suitable testing materials for alkalinity and moisture tests. Do not paint surfaces where the moisture content exceeds eight percent.
8. Where a concrete unit masonry block filler is specified, spot patch holes and cracks with a putty knife using specified block filler. Apply to large surfaces by airless spray and backroll uniformly using a roller with a synthetic nap cover. Follow with a rubber squeegee to provide a smooth finish.

C. Ferrous Metals:

1. Ferrous Metals except Ductile and Cast Iron:
 - a. Comply with paint manufacturer's recommendations for type and size of abrasive to provide a surface profile that meets manufacturer's painting system requirements for type, function, and location of surface. Verify that paint manufacturer-recommended profiles have been achieved on prepared surfaces. Report profiles to ENGINEER using Test Method C of ASTM D4417.
 - b. Clean non-submerged ferrous surfaces including structural steel and miscellaneous metal to be shop-primed, of all oil, grease, dirt, mill scale, and other contamination by commercial blast cleaning complying with SSPC SP 6 at time of paint system application, using SSPC VIS 1 as a standard of comparison.

- c. Clean submerged ferrous surfaces including structural steel and miscellaneous metal to be shop-primed of all oil, grease, dirt, mill scale, and other contamination by near-white blasting complying with SSPC SP 10 at time of painting system application, using SSPC VIS 1 as a standard of comparison.
- d. Clean non-submerged, ferrous surfaces that have not been shop-coated of all oil, grease, dirt, loose mill scale, and other contamination by commercial blasting complying with SSPC SP 6 at the time of painting system application, using SSPC VIS 1 as a standard of comparison.
- e. Clean submerged ferrous surfaces that have not been shop-coated or that have been improperly shop-coated of all oil, grease, dirt, mill scale, and other contamination by near-white blasting complying with SSPC SP 10 at time of painting system application, using SSPC VIS 1 as a standard of comparison.
- f. Touch-up shop-applied prime coats that have damaged or have bare areas with primer recommended by paint manufacturer after commercial blasting complying with SSPC SP 6 at the time of painting system application, using SSPC VIS 1 as a standard of comparison, to provide a surface profile of not less than one mil.
- g. Power tool-clean per SSPC SP 3 to remove welding splatter and slag.
- 2. Ductile and Cast Iron:
 - a. Comply with paint manufacturer's recommendations and NAPF 500- 03 for type and size of abrasive to provide a surface profile meeting paint manufacturer's requirements for type, function and location of surface. Verify that paint manufacturer-recommended profiles are achieved on prepared surfaces.
 - b. Clean submerged and non-submerged ductile and cast iron surfaces to be shop-primed of all oil, grease, dirt, mill scale, and other contamination by solvent cleaning and abrasive blasting complying with NAPF 500-03-01, NAPF 500-03-04, and NAPF 500-03-05 at time of paint system application.
 - c. Clean submerged ductile and cast iron that have not been shop-coated or that have been improperly shop-coated of all oil, grease, dirt, mill scale, and other contamination by solvent cleaning and abrasive blasting complying with NAPF 500-03-01, NAPF 500-03-04, and NAPF 500-03-05 at time of paint system application.
 - d. f. Touch-up shop-applied prime coats that are damaged or have bare areas with primer recommended by paint manufacturer, after power tooling complying with NAPF 500-03 at the time of painting system application.

3.3 PROTECTION OF PROPERTY AND STRUCTURES

- A. Protect property and structures adjacent to the Work from waste residues resulting from cleaning, surface preparation, and painting Work.
- B. Use shrouding, vacuum blasting, or other acceptable methods for cleaning and surface preparation of exterior surfaces.
- C. During blast cleaning and surface preparation of interior and exterior surfaces, control exhausting of dust and grit using shrouding, negative-pressure containment/dust collection systems, or other means to protect adjacent property

and structures and prevent dust and grit from escaping. Similarly, control removal and temporarily store residues to protect adjacent property and structures.

- D. For painting of exterior surfaces, use rollers, shrouding, or other acceptable methods as required to protect adjacent property and structures from wind-blown paint residues.
- E. Submit proposed procedures for cleaning, surface preparation, and paint application that describe in detail methods to be used to protect adjacent property and structures from residues. Do not proceed with cleaning, surface preparation, or painting until proposed procedures are accepted by ENGINEER.

3.4 MATERIALS PREPARATION

- A. General: Mix and prepare painting products in strict accordance with paint manufacturer's product data sheets.

3.5 APPLICATION

- A. General:
 - 1. Apply paint systems by brush, roller, or airless spray per paint manufacturer's recommendations and in compliance with Paint Application Specifications No. 1 in SSPC Volume 2, where applicable, and in strict accordance with paint manufacturer's product data sheets.
 - 2. Surfaces of items not normally exposed-to-view do not require same color as other components of system of which they are a part, but require same painting system specified for exposed surfaces of system.
 - 3. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint before final installation of registers or grilles.
 - 4. Paint backs of access panels and removable or hinged covers to match exposed surfaces.
 - 5. Omit field-applied primer on metal surfaces that have been primed in the shop. Touch-up paint to shop-primed coats and pre-finished items only when approved by ENGINEER using compatible primers and paint manufacturer's recommended compatible field-applied finishes.
 - 6. Welds shall be stripe-coated with intermediate or finish coat of paint after application of prime coat.
 - 7. Minimum/Maximum Paint Film Thickness: Comply with manufacturer's published recommendations for coating type and surface.
 - 8. Scheduling Surface Preparation and Painting: Comply with manufacturer's published recommendations for coating type and surface.
 - 9. Prime Coats: Recoat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to result in a finish coat with no burn-through or other defects caused by insufficient sealing.
 - 10. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage.

11. Brush Application:
 - a. Brush-out and work all brush coats onto the surfaces in an even film. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections are unacceptable. Neatly draw all glass and color break lines.
 - b. Brush-apply all primer or first coats, unless otherwise allowed to use mechanical applicators.
- B. Mechanical Applicators:
 1. Use mechanical methods for applying paint when allowed by applicable ordinances, paint manufacturer, and approved by ENGINEER.
 2. Limit roller applications, if approved by ENGINEER, to interior wall finishes for second and third coats. Apply each roller coat to provide equivalent hiding as brush-applied coats.
 3. Where spray application is used, apply each coat to provide equivalent hiding of brush-applied coats. Do not double back with spray equipment for purpose of building up film thickness of two coats in one pass.
- C. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint Work not in compliance with specified requirements as required by ENGINEER.

3.6 FIELD QUALITY CONTROL

- A. Notify ENGINEER after completing each coat of paint. After inspection and checking of film thickness, holidays, and imperfections, and after acceptance by ENGINEER, proceed with succeeding coat. Perform testing using testing instruments specified in Article 2.4 of this Section.
 1. ENGINEER will witness all testing and shall be notified of scheduled testing at least twenty-four hours in advance.
 2. Apply additional coats, if required, to produce specified film thickness and to correct holidays and to completely fill all surface air holes.
- B. For magnetic substrates, measure thickness of dry film nonmagnetic coatings following recommendations of SSPC PA-2. These procedures supplement manufacturers' approved instructions for manual operation of measurement gauges and do not replace such instructions.
- C. Record time, location, number of coats, dry film thickness, holidays, and other imperfections and submit testing results to ENGINEER.

3.7 PROTECTION

- A. Provide "Wet Paint" signs as required to protect newly painted finishes. After completing painting Work, remove temporary protective wrappings provided for protection of the Work and work.

3.8 ADJUSTMENT AND CLEAN-UP

- A. Correct damage to work of other trades by cleaning, repairing or replacing, and repainting, as acceptable to ENGINEER.
- B. During progress of the Work, remove from Site all discarded paint products, rubbish, cans, and rags at end of each workday.
- C. Upon completion of painting, clean paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- D. At completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces as determined by ENGINEER.

END OF SECTION

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SECTION 09 91 48

WET WELL AND MANHOLE LINING SYSTEM

PART 1 – GENERAL

1.1 SCOPE

- A. Description of Work
 - 1. CONTRACTOR shall provide all labor materials, tools and equipment necessary to field apply a new lining system to all exposed existing interior concrete surfaces of wet wells as shown and specified.
- B. Related Work Specified Elsewhere
 - 1. Section 03 00 00 - Concrete.

1.2 REFERENCES

- A. Referenced Standards
 - 1. ASTM D638, Tensile Properties of Plastics
 - 2. ASTM D4541, Pull-off Strength of Coatings Using a Portable Adhesion Tester
 - 3. ASTM D2584, Volatile Matter Content
 - 4. ASTM D2240, Durometer Hardness, Type D
 - 5. ASTM D543, Resistance of Plastics to Chemical Reagents
 - 6. ASTM - The published Standards of the American Society for Testing and Materials.
 - 7. NACE - The published Standards of National Association of Corrosion Engineers (NACE International)

1.3 SUBMITTALS

- A. Shop Drawings and Manufacturer's Literature
 - 1. Submit shop drawings or manufacturer's "cut" of all material for this work in accordance with Section 01 33 00, Submittals.
 - 2. Copies of manufacturer's technical data sheets, including requirements for surface preparation, number of coats, dry film
 - 3. thickness, chemical component properties, and test performance data of the lining system.
 - 4. Provide a written statement from the lining system manufacturer stating that the submitted lining system is acceptable for the site specific conditions.
 - 5. Submit proof of lining system manufacturer acceptability of proposed application techniques and equipment.
 - 6. Identify maximum exposure times allowable for each lining system component before next coat/component can be applied. Submit proposed

methods for preparing surfaces for subsequent applications if maximum exposure times are exceeded.

7. Submit information on curing times and environmental conditions that affect curing time of each lining system component and proposed methods for accommodating variations in curing time.
8. The CONTRACTOR shall submit to the ENGINEER a sample of the lining system applied to a substrate material similar to this project application. The sample shall be approximately 16 square inches and be surfaced with the material intended for use in this work and shall be of the thickness specified herein and of the color to be used.
9. A copy of the executed ten (10) year warranty shall be submitted for approval prior to the installation of any products. Failure to submit warranty is grounds for rejection of all coating/linings system submittals.

1.4 QUALITY ASSURANCE

- A. Applicator shall initiate and enforce quality control procedures consistent with all applicable ASTM and NACE Standards.
- B. Applicator shall use an adequate number of skilled laborers who are thoroughly trained and experienced in the necessary crafts. These laborers shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- C. Applicator shall use manufacturer approved specialty equipment adequate in size, capacity, and number sufficient to accomplish work of this Section in a timely manner.

1.5 QUALIFICATIONS AND RESPONSIBILITY OF APPLICATOR

- A. The Applicator shall apply the system and be responsible for the complete performance of the system, including materials, application and quality control. The Applicator shall provide documentation that Applicator is an approved installer and licensed by the monolithic coating/lining system manufacturer and specialized equipment supplier for the installation of the material.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Materials are to be kept dry, protected from weather and stored according to the manufacturer's requirements.
- B. Protective coating materials are to be handled according to their material safety data sheets.

1.7 ENVIRONMENTAL CONDITIONS

- A. The wet wells and manholes to be lined convey sanitary sewage. The CONTRACTOR shall provide all necessary ventilation and/or personal protective

equipment (PPE) required to ensure safety of all personnel and comply with all federal, state, and local regulations.

- B. The CONTRACTOR shall provide and maintain safe working conditions for all employees. Fresh air ventilation shall be provided to continuously remove fumes from working spaces through the combined use of existing openings, forced-draft fans, and temporary ducts to the outside. Respirators shall be used for spraying type operations. Fumes shall, if possible, be exhausted to the outside from the lowest level in the confined space. Electrical fan motors shall be explosion proof. No smoking or open fires will be permitted in the working space.

1.8 WARRANTY

- A. The CONTRACTOR, at no additional expense to the OWNER, shall provide an unconditional ten (10) year warranty against infiltration, corrosion, and any defects of material and workmanship discovered during the warranty period. The Warranty shall commence on the date of substantial completion of the Work.

PART 2 – PRODUCTS

2.1 GENERAL

- A. All existing lining/coating systems shall be completely removed as specified prior to application of the new lining system.
- B. The CONTRACTOR shall select one (1) of the systems specified herein for all lining of existing concrete wet wells and manholes.
- C. The lining system shall be suitable for installation on cast-in-place and precast concrete construction. The wet wells and manholes to be lined convey sanitary sewage.

2.2 EPOXY LINER SYSTEM

- A. Surface Preparation: Surface preparation procedures shall be in accordance with the lining system manufacturer, but as a minimum, surfaces shall receive an abrasive blast or equivalent to remove existing coatings, laitance, form release agents, curing compounds, sealers and other contaminants and to provide a surface profile in accordance with SSPC- SP13/NACE 6, or ICRI CSP5.
- B. Primer-Filler/Finish:
 - 1. Generic Components:
 - a. Concrete Resurfacing - cementitious mortar - high-performance, aggregate reinforced material.
 - b. First Coat - 100% solids (mixed), modified aliphatic amine epoxy mortar.
 - c. Finish Coats – 100% solids (mixed), modified polyamine epoxy.

- d. Products must provide hydrogen sulfide exposure test result in accordance with ASTM G210 with coating final impedance minimum measurement using Electrochemical Impedance Spectroscopy (EIS) of 8 Ohms-cm² @0.1 Hz.
- 2. Epoxy Lining System Products:
 - a. Concrete Resurfacing: ¼" to 2 ½" of MortarCrete Series 217 by Tnemec Company, Inc., or approved equal.
 - b. First Coat: 125.0 dry mils per coat Perma-Shield H2S Series 434 by Tnemec Company, Inc., or approved equal.
 - c. Finish Coats: 15.0 to 20.0 dry mils per coat Perma-Glaze Series 435 by Tnemec Company, Inc., or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION GENERAL

- A. The surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the wet well according to the ASTM Standard(s) applicable to the selected lining system and shall be designed for hydrostatic loading.
- B. The primer system shall be as recommended by the topcoat manufacturer.
- C. The topcoat system shall provide a minimum dry film thickness as specified for the respective lining system exclusive of the substrate repairs, surfacer and primer.
- D. The cured lining shall provide a sealed interface at all unsurfaced (piping, etc.) areas and shall be placed and cured in conformance with the recommendations of the system manufacturer. When cured, the system shall form a continuous surface that is suitable for domestic wastewater system service and chemically resistant to any chemicals, bacteria, or vapor normally found in domestic wastewater. The system shall be compatible with the thermal conditions of the existing surfaces.

3.2 PROTECTIVE COATING APPLICATION EQUIPMENT

- A. The lining system shall be applied with equipment required by the lining system manufacturer.

3.3 PRE-COAT INSPECTION

- A. All surfaces, including benches, inverts, joints, lift holes, and walls shall be made smooth and suitable for application of the interior surfacing system.
- B. ENGINEER and CONTRACTOR will jointly inspect the wet well and manhole surfaces prior to lining activities.

3.4 SURFACE PREPARATION

- A. Applicator shall inspect all surfaces specified to receive the lining system prior to surface preparation. Applicator shall notify ENGINEER of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the monolithic surfacing system.

All contaminants including: all oils, grease, incompatible existing coatings, waxes, efflorescence, sealers, salts, or other contaminants shall be removed.

- B. Surface preparation method(s) shall be based upon the conditions of the substrate and the requirements of the lining system manufacturer.
- C. Check for excess moisture in accordance with ASTM C 4263 – Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
- D. Abrasive grit blast, wet abrasive blast or high pressure water blast all surfaces to be coated, to remove all laitance, efflorescence, surface hardness, curing compounds, old coatings, and loose concrete, in accordance with SSPC-SP-13/NACE No. 6 or ASTM D 4259. A surface texture similar to that of medium-coarse sandpaper should be attained.
1. The compressed air supply shall be completely free of all oil, water and other contaminants and provide the required volume of air at 100 psi or greater.
 2. Abrasives used shall be clean, a uniform grade, and of an appropriate size to obtain the finish and profile required. Contaminated abrasives shall not be used.
 3. Water used with high-pressure water blasting or wet abrasive blasting shall be clean potable water.
- E. Thoroughly clean all blasted surfaces to remove all dust and debris after dry blasting, or remove all water, sludge and debris after wet blasting.
- F. Repair or remove or fill all cracks, voids, honeycombs, fins and other surface irregularities in accordance with recommendation of the lining system manufacturer.
- G. All expansion joints and moving cracks which have opened to a width of 1/16" or greater must be repaired with elastomeric caulking material per the caulking manufacturer's instructions.
- H. Immediately prior to the application of the lining system, thoroughly vacuum clean all surfaces to be coated effectively removing all remaining dust.
1. Vacuum cleaning a roughened concrete surface is the only known effective method of removing dust from deep pits, cracks, crevices, bug holes, etc. and is considered a mandatory procedure.

3.5 APPLICATION OF FIELD APPLIED MONOLITHIC LINING SYSTEM

- A. Application procedures shall conform to the recommendations of the coating/lining system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.
- B. To minimize outgassing problems, all coating should be applied when the surface temperature of the concrete is declining.
- C. Due to the inconsistent nature of concrete, surface porosity can vary greatly so a surfacer should always be used to reduce the occurrence of outgassing and pinholes. Extreme cases of surface porosity may require multiple coats of the surfacer or primer.

3.6 TESTING AND INSPECTION

- A. During application, the Applicator shall pay particular attention to the volume/time ratio of the application to ensure a monolithic coating and uniform thickness during application of a minimum specified thickness. After a minimum of 24 hours following completion, the ENGINEER **may** direct the CONTRACTOR to perform a series of 2" diameter core drills to provide verification of lining thickness throughout the applied liner system. A maximum of one core drill per 100 square feet will be required.
 - 1. Lining thickness at each core drill shall be collected.
 - 2. Lining thicknesses determined to be less than the minimum specified will not be accepted and shall be corrected at no additional cost to the OWNER.
 - 3. No additional payment will be made for this test or for repair of the lining system.
- B. After a minimum of 24 hours following completion, the lining system shall be spark tested to ensure a pinhole-free lining. Defects shall be patched per the manufacturer's instructions. The test voltage shall be a minimum 100 volts per mil of applied coating thickness. The holiday detector shall be a Tinker Razor Model AP/W or an approved equal. The applicator may enlist the services of an independent certified NACE inspector if desired at no additional cost to the OWNER.
- C. The ENGINEER and the Applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth by the lining system manufacturer.

3.7 REPAIRS

- A. All damaged areas, faulty areas, and pinholes found during testing and inspection shall be repaired by the CONTRACTOR in accordance with the procedures recommended by the coating/lining system manufacturer.

- B. All core drilled holes shall be cleaned, primed, repaired and coated in accordance with liner system manufacturer's recommendations in order to maintain the system integrity and ten (10) year warranty.
- C. The complete monolithic coating/lining system, including the repaired areas shall be inspected and tested in accordance with Section 3.6 of these specifications. The CONTRACTOR shall repeat Section 3.7 until no further defects are detected.

3.8 FINAL INSPECTION, PAYMENT AND WARRANTY

- A. The monolithic coating/lining system shall be considered complete and accepted subject to passing the inspection criteria listed under Sections 3.6 and 3.7.
- B. The CONTRACTOR shall warrant this work for a period of ten (10) years. During this time period, the CONTRACTOR shall make all repairs to the coating/lining system at no expense to the OWNER.

END OF SECTION

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SECTION 13300

PROCESS INSTRUMENTATION AND CONTROL SYSTEM

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The overall system general requirements are given in this section. These requirements apply to each additional section of these specifications as noted herein and as specified in the associated sections.
- B. Work includes engineering, furnishing, installing, testing, documenting and placing in operation a Process Instrumentation and Control System (PICS) at the City of Port Orange (OWNER) Water Reclamation Facility (WRF) as part of the East Master Lift Station Upgrades project. The PICs scope of work is specified in this Section and as further defined in the following sections:
 - 1. Specification Section 13310: Field Instruments.
 - 2. Specification Section 13315: Control Panels.
 - 3. Specification Section 13320: HMI Subsystem.
 - 4. Specification Section 13325: PLC Subsystem.
 - 5. Specification Section 13326: Programming.
 - 6. Specification Section 13327: PlantPAx Distributed Control System.
 - 7. Specification Section 13330: HMI and RTU.
 - 8. Specification Section 13360: Fiber Optic.
 - 9. Specification Section 16370: Variable Frequency Drives.
- C. The SYSTEM SUPPLIER work shall include the following:
 - 1. Provide the services of the CONTROL SYSTEMS ENGINEER outlined in 1.01 E, below.
 - 2. Communicate and control the three (3) standalone VFD control Panels for the influent pumps at the East Master Lift Station.
 - 3. Provide two VFD control panels (IPVP-1 and IPVP-2). Each control panel shall include three VFDS for the Internal Recycle (IR) pumps.
 - 4. Provide two VFD control panels (RPVP-1 and RPVP-2). Each control panel shall include three VFDS for the Return Activated Sludge (RAS) pumps.
 - 5. Provide two Redundant PLC based control Panels:
 - a. Process Control Panel No. 1 (PCP-1, includes the Main PLC-1A)
 - b. Process Control Panel No. 2 (PCP-2, includes redundant PLC-1B).
 - 6. Provide Remote Input and Output Control Panel No. 1 (RCP-1, includes the RIO-1). The RIO-1 shall interface with the new PLC system during the migration to the PlantPAx SCADA system.
 - 7. Provide Backup Control Panel (BUCP) to provide continued operation of influent service pumping operations in the event of a fault in automatic control

8. Provide Rockwell PlantPax Distributed Control System (DCS) SCADA HMI implementation.
9. Provide virtualized HMI implementation. HMI shall be high performance HMI and follow ISA-101 HMI standards
10. Provide PICS Network Server Equipment Rack (NSR) in the Operations Building housing the PlantPax DCS data center and network equipment, with expansion capability for future control system upgrades, video surveillance addition, etc.
11. Provide Network Interface Panel NIP-1 to house two mixed media ethernet switches forming two independent networks LAN-A and LAN-B. These two networks shall interconnect the PLCs, MCCs VFDs and SCADA to form a robust and reliable networked control system.
12. Provide fiber optic cable between the Network Interface Panel NIP-1 and existing fiber patch panel enclosure in the East Master Lift Station (EMLS).
13. Provide fiber patch panel enclosure next to the PICS Network Server Equipment Rack (NSR) at the Operations Building.
14. Provide fiber optic cable between the existing fiber patch panel enclosure in the East Master Lift Station (EMLS) and fiber patch panel enclosure by the PICS Network Server Equipment Rack (NSR) in the Operations Building.
15. All work covered in 1.01 C shall be provided by:
 - a. Revere Control Systems, Inc.
 - b. Telemetry and Process Controls Inc.
 - c. Woodard and Curran.

- D. The SCADA SUPPLIER work shall include the following:
1. Provide modifications to existing Process Control Panel (PCP) at the East Master Lift Station that include Data Flow RTU-8 and RTU-10. See specifications 13315 and 13325 for details.
 2. Provide modifications to existing programming for Data Flow RTU-8, RTU-10, and SCADA graphics/database. See specifications 13325 for details.
 3. Coordination with the SYSTEM SUPPLIER and CSE as required to complete all HMI and RTU modifications work.
 4. Additional requirements as defined in 13330.
 5. All work covered in 1.01 D shall be provided by:
 - a. Data Flow Systems
 - b. No equal.
- E. The CONTROL SYSTEM ENGINEER (CSE) shall work with the SYSTEM SUPPLIER through all phases of the project, design development, PLC and SCADA programming, network configuration, construction, Installation, testing, and certification. The following outlines the CSE scope of work:
1. The CSE shall certify to the Engineer of Record (EOR) that the PICS PlantPax DCS has been implemented in accordance with Rockwell Automation PlantPax requirements. This includes the PLC, MCC, VFD and Network Hardware and Software systems. As applicable to this project.

2. The CSE shall review project shop drawings to ensure that the components of the PICS submitted for use are coordinated compatible and that all requirements of the project are met.
 3. The CSE shall furnish and install fiber optic patch panels and appurtenances in the existing fiber optic enclosure panels throughout the WRF. Additional requirements as defined in 13360.
 4. The CSE shall terminate existing fiber optic cables between the existing fiber optic enclosure panels throughout the WRF. Additional requirements as defined in 13360.
 5. The CSE is responsible for establishing communication on the fiber optic network connection between the Network Interface Panel NIP-1 in the East Master Lift Station (EMLS) and the PICS Network Server Equipment Rack (NSR) in the Operations Building
 6. The CSE is responsible for reviewing PLC and OIT development.
 7. The CSE is responsible for approving PICS Hardware and Software Startup training materials.
 8. The CSE is responsible for approving Network and communication protocol coordination.
 9. The CSE is responsible for observing the factory testing of the PICs.
 10. The CSE is responsible for observing the field testing and commissioning of the PICS performed by the SYSTEM SUPPLIER and SCADA SUPPLIER.
 11. The CSE shall have the following qualifications:
 - a. Licensed PE in the state of Florida for "Control Systems".
 - b. Florida based office located within 100 miles of the project site.
 - c. 15 years controls engineering experience with minimum 5 years in the Water and Wastewater industry.
 12. Approved CSE firms shall be:
 - a. Smart Energy Solutions LLC. Contact Mr. Shady Al-Zubi, P.E., PhD at 248-252-2408.
 - b. Approved equal
- F. The CONTRACTOR shall furnish all labor, materials, equipment, programming, services and incidentals required to install and place into operation a digital computer-based PICS configured as shown on the Contract Drawings, and as specified herein.
- G. The CONTRACTOR shall provide all equipment, materials, programming, software, modifications to existing equipment, calibrations and services that are required to successfully interface and interconnect the PICS and any other control systems and associated equipment that are specified or designated in any drawings or provisions of these specifications for the purpose of providing a fully integrated and functional control system.
- H. It is the intent of these Contract Documents that the CONTRACTOR shall have overall responsibility for the PICS.

- I. The CONTRACTOR shall ensure sufficient coordination between the SYSTEM SUPPLIER , CSE and SCADA SUPPLIER to implement the changes to the existing RTU/SCADA and successfully interface to the PlantPAX PLC/SCADA system. The CONTRACTOR shall ensure a seamless functional control system across new and existing PLC/RTU/SCADA.
- J. Division of Work. It is the ultimate responsibility of the CONTRACTOR to furnish a complete and fully operable PICS that reliably performs the specified functions. The CONTRACTOR is to assume full responsibility for additional costs which may result from unauthorized deviations from the specifications. The CONTRACTOR is to establish the actual division of work with the minimum requirements as specified herein
- K. The CONTRACTOR shall be responsible for:
1. Furnishing and terminating the fiber optic cables.
 2. All hardware and software submittals.
 3. The final system operation and reliability.
 4. Obtaining the required information on all field elements, equipment starters, valve actuators, chemical feed equipment, local control panels, and other control equipment or devices that are required to be interfaced with, but that are not provided with the PICS in order to provide full system coordination regarding interface, function, testing, and adjustment requirements.
 5. Providing accessory devices including furnishing and installation of networking interface cards, interposing relays, control switches and signal converters necessary to perform the intent as described by the control strategies and services necessary to achieve a fully integrated and operational system as shown on the Contract Drawings and defined in the Specifications.
 6. Coordinating all interface requirements with mechanical and electrical system suppliers and furnishing any signal isolation devices that might be required In order to insure compatibility between all equipment.
 7. Providing any special manufacturer's cables required.
 8. Defining the final installation and connection requirements of the PICS at the jobsite through development of interconnection diagrams.
 9. Final connection of fiber patch cables between Fiber Patch Panels furnished by others and PICS panels.
 10. Verifying correctness of all final power and signal connections to the PICS. The SYSTEM SUPPLIER shall make final adjustments to and calibrate all field elements provided with the PICS.
 11. Verifying that:
 - a. All components provided under this section are properly installed.
 - b. The proper type, size and number of control wires with their conduits and junction boxes are provided and installed.
 - c. Proper electric power circuits are provided for all components and systems.
 - d. Provision, installation and termination of field and power wiring to PICS supplied control panels and field elements. Termination shall

be made in accordance with final accepted interconnection diagrams developed by the SYSTEM SUPPLIER. The electrical subcontractor shall mark on the interconnect diagram the field wire numbers used for each termination point. The SYSTEM SUPPLIER shall finalize the interconnect diagrams by including these field wire numbers in the final as built version.

- e. Installation and termination of all specialty cables, including fiber optic cables, furnished by the SYSTEM SUPPLIER.
- 12. Requiring the SYSTEM SUPPLIER to observe and advise on the installation of equipment furnished by SYSTEM SUPPLIER and installed by CONTRACTOR to the extent required to certify, with the operational check-out tests, that the equipment will perform as required.
- 13. Ensuring that information on equipment provided under other Divisions and needed by the SYSTEM SUPPLIER to coordinate the PICS is provided in a timely manner.
- L. Equipment found to be defective prior to system acceptance shall be replaced and installed at no additional cost to the OWNER.
- M. In the bid price, the CONTRACTOR shall provide for obtaining the services of authorized field personnel from the manufacturer's of specialty instruments and from the suppliers of application software packages as necessary. Should these personnel be required during installation, start-up and checkout of the respective portions of the PICS, such services shall be provided at no additional cost to the OWNER.

1.2 RELATED WORK

- A. Division 15 – Mechanical. Installation of all mechanical piping and fittings, as well as in-line instruments supplied with and/or supplied for the PICS.
- B. Division 16 - Electrical. All conduits are provided and installed under Division 16, Electrical. With the exception of certain specified special manufacturer's cables, all wiring and cables are provided and installed under Division 16, Electrical.
- C. Field devices such as motorized valves, pump motors, solenoid vales, etc. and local control panels for specialized subsystems such as chemical feed systems, etc. are supplied and installed under other Divisions of these Specifications.

1.3 SYSTEM DESCRIPTION

- A. The existing PCP within the EMLS building's Electrical Room contains a total of four Data Flow Systems' PLC hard-wired to various plant equipment.
- B. Each PCP (PCP-1A and PCP-1B) shall be a NEMA 12 free-standing enclosure within the MLS building's Electrical Room. PCP-1A shall include a single main PLC and external remote workstation to monitor and control the VFDs and power distribution components via network connections. PCP-1B shall include an

identical redundant PLC and external remote workstation running as a hot standby to the main PLC in PCP-1A. This architecture shall be implemented as a fully integrated and redundant PLC system.

- C. NIP-1 shall contain two mixed media ethernet network switches to form two independent networks, LAN-A and LAN-B. This dual network architecture shall increase the PICS reliability and robustness.
- D. LAN-A and LAN-B networks shall interconnect the electrical equipment, redundant PLCs, MCCs, VFDs, Remote Workstations to the HMI system in a resilient high availability network architecture.
- E. The network shall be implemented using copper and fiber links as shown on the contract drawings. Connections to the network from PCP-1A and PCP-1B, Variable Frequency Drives (VFD) and other components shall be made through the ethernet switches in NIP-1 and shall connect the process control and HMI system through the PICS Network Server Rack (NSR).
- F. Connections to the NIP-1 dual ethernet switches and local area networks LAN-A and LAN-B shall be balanced such that a failure to any one switch shall not result in more than 50% of the network to fail. Critical process control operation shall be able to resume until the failure is mitigated.
- G. The network shall utilize Ethernet/IP protocol throughout the PICS. Any network connected equipment that is only available with a different protocol shall be provided with a protocol converter to ensure compliance with the network.
- H. Refer to the Contract Drawings for additional details.
- I. The PICS provided as part of this Work is specifically intended to form the basis for future expansion into a plant-wide Rockwell Automation PlantPax Distributed Control System (DCS) which includes replacement of all existing RTU with new redundant PLCs. The new PICs shall be sized to handle these future additions. The following lists the RTU to be replaced/modified under this project and in the future, with their existing input/outputs:
 - 1. RTU-1: 31 DI, 11 DO, 12 AI, 4 AO.
 - 2. RTU-2: 46 DI, 25 DO, 9 AI, 19 AO.
 - 3. RTU-3: 58 DI, 29 DO, 15 AI, 15 AO.
 - 4. RTU-4: 6 DI, 5 DO, 12 AI, 17 AO.
 - 5. RTU-5: 29 DI, 15 DO, 7 AI, 17 AO.
 - 6. RTU-6: 31 DI, 19 DO, 4 AI, 4 AO.
 - 7. RTU-7: 59 DI, 24 DO, 12 AI, 16 AO. Currently located inside PCP in EMLS.
 - 8. RTU-8: 34 DI, 21 DO, 12 AI, 23 AO. Currently located inside PCP in EMLS. This is being modified under this project, See Specification Section 13315 and 13325 for replaced IO signals details.
 - 9. RTU-9: 40 DI, 8 DO, 10 AI, 8 AO. Currently located inside PCP in EMLS

10. RTU-10: 58 DI, 19 DO, 7 AI, 9 AO. Currently located inside PCP in EMLS. This is being modified under this project, See Specification Section 13315 and 13325 for replaced IO signals details.
11. RTU-11: Abandoned.
12. RTU-12: 5 DI only.
13. RTU-13: 7 DI, 0 DO, 8 AI, 4 AO.
14. RTU-14: 8 DI, 0 DO, 4 AI, 0 AO.

1.4 SYSTEM NETWORK DIAGRAM

1. The SYSTEM SUPPLIER and SCADA SUPPLIER shall develop a proposed System Network Diagram for review and approval by the CSE. The diagram(s) shall specifically show the following:
 2. All network switches, connections and ports including spares.
 3. Proposed IP addresses.
 4. Proposed protocol for each connection. Show all necessary protocol converters on the diagram.
 5. Network testing plan. Show all necessary failure modes and redundant backup network paths. Include verification of successful network recovery after each failure.
- B. The CONTRACTOR is advised that this submittal is required to be returned as Approved or Approved As Noted prior to review of any other submittal that includes any network connected components. Any such submittals received prior to this will be returned without review.

1.5 SYSTEM INTEGRATION PLAN

- A. The CONTRACTOR and SYSTEM SUPPLIER are advised that this submittal is required to be returned as Approved or Approved As Noted prior to review of any other submittal that includes any PICS components. Any such submittals received prior to this will be returned without review.
- B. The SIP shall identify, and provide details of, all new PICS functions. This shall include the following elements:
 1. PLC.
 2. System Inputs and Outputs.
 3. Network/communications.
 4. HMI system.
- C. PLC. Provide an Excel spreadsheet that covers all new PLC. For each, define the following:
 1. PLC Designation Number.
 2. Location.
 3. A list of I/O modules that will exist at project completion.
- D. System Inputs and Outputs (I/O). Provide an Excel spreadsheet that lists all system I/O for the complete PICS. For each point, the list shall include the following:

1. PICS database tag number.
 2. Signal Description.
 3. I/O Type.
 4. Range or On/Off state as applicable.
- E. Network/communications. This shall provide the following information:
1. Network/communications diagram showing all Ethernet switches, media converters, radios where applicable, etc.
 2. Identification of all used and available switch ports by type (copper or fiber).
 3. Assigned IP addresses.
- F. HMI system. This shall provide the following information:
1. Listing of HMI system hardware upon completion of the Work.
 2. Listing of all HMI software and license numbers.
 3. Software drivers to be used for PLC communications.
 4. HMI system block diagram.
- G. Following PLC programming, revise the system I/O spreadsheet to include all pseudo points (differentiated from physical I/O) that are used by the HMI.
- H. Provide a fully updated SIP as part of the final system documentation.

1.6 SUBMITTALS

- A. Furnish, as prescribed under the General Requirements, all required submittals covering the items included under this section and its associated sections of the work.
- B. Submit complete, neat, orderly, and indexed submittal packages. Handwritten diagrams are not acceptable and all documentation submittals shall be made using CADD generated utilities.
- C. Partial submittals or submittals that do not contain sufficient information for complete review or are unclear will not be reviewed and will be returned by the Engineer as not approved.
- D. All submitted component data sheets shall be marked to specifically identify the model/part numbers to be furnished.
- E. Provide all shop drawing submittals on thumb drive in PDF format.
- F. In addition to the shop drawing submittals required in the related specification sections, submit the submittals defined below covering the complete system.
1. System Performance. This submittal shall be a written description of how the operator will control the system and the system's subsequent response. Every piece of controllable equipment shall be separately described and the following information included:
 - a. Use of local manual controls.

- b. Use of OIT/HMI software controls.
 - c. Use of automatic controls.
 - 2. Each functional description shall specifically identify any interlocks (hardware and software) and OIT/HMI alarms generated.
 - 3. Operator Screens. This submittal shall include color copies of all proposed new and modified OIT/HMI operator screens. Modified graphics shall specifically indicate the revised portions.
 - 4. Field Acceptance Test Plan. This submittal shall define the steps to be conducted during the required witnessed acceptance testing. The test shall be conducted in accordance with the general requirements set forth in Part 3 hereof. The submitted plan shall meet the following requirements:
 - a. Each of the equipment covered in the system performance submittal shall be tested.
 - b. For each equipment test, the required operator control actions and system response shall be demonstrated on the complete system, including each operator action, the response and appropriate HMI display/alarm updates.
- G. The Contractor and System Supplier are hereby specifically advised that the above submittals shall be Approved or Approved As Noted prior to any witnessed performance testing.
- H. Loop Diagram Submittal. This submittal may be made in conjunction with the submittals required under related specification sections. Loop diagrams, consisting of complete wiring and/or plumbing diagrams for each control loop showing all terminal numbers, the location of the dc power supply, the location of any booster relays or common dropping resistors, surge arrestors, etc. The loop diagrams shall be divided into four areas for identification of element locations: PICS I/O point(s), panel face, back-of-panel, and field, respectively.
- I. Test Procedures: Submit the procedures proposed to be followed during all required testing. Procedures shall include test descriptions, forms, and check lists to be used to control and document the required tests.
- J. Test Reports: Upon completion of each required test, document the test by submitting a copy of the signed off test procedures to the Engineer.

1.7 FINAL DOCUMENTATION

- A. After the demonstration tests have been completed and as a part of the final acceptance requirements, submit the PICS record drawings. Record drawings shall include, corrected for any changes that may have been made up through Substantial Completion:
 - 1. System block diagram.
 - 2. Network architecture diagram.
 - 3. Instrument loop wiring diagrams.
 - 4. Panel wiring diagrams.

5. Panel elevations.
 6. Interconnection diagrams showing terminal numbers at each wiring termination.
- B. Record drawings shall be developed or converted to AutoCAD Version 2019. Provide two copies of all AutoCAD files on separate Compact Disks.
- C. Operating and Maintenance (O&M) Manuals: Provide the specified number of complete sets of three-ring bound O&M manuals in accordance with Division 1. Provide separate manuals for each Specification Section, clearly marked. Include descriptive material, drawings, and figures bound in appropriate places. Include:
1. Cross references to 3rd party O&M manuals.
 2. Additional operating and maintenance instructions in sufficient detail to facilitate the operation, removal, installation, adjustment, calibration and maintenance of each component provided with the PICS.
 3. Internal wiring diagrams (not already shown on the panel wiring diagram record drawings) for all components provided in the PICS that clearly show all terminal block number designations and wire numbers.
 4. Bill of Materials identifying the manufacturer and complete part number of all components.
 5. All the submittal data for each component from the approved shop drawing submittals with corrections made on approved as noted items.
 6. A Compact Disk containing the shop drawing data in PDF format in the binder sleeve.
- D. Provide a final System Integration Plan.
- E. Refer to the individual specification sections of the PICS for final documentation requirements that are in addition to the above.

1.8 QUALITY CONTROL

- A. Base bids for the SYSTEM SUPPLIER shall be as listed in the Contract Proposal. SYSTEM SUPPLIERS seeking ENGINEER approval shall have extensive experience in systems of similar size and complexity. Panel fabrication shop shall be a UL listed panel shop. Acceptance of alternates shall be made based on price, location of the fabrication shop, accessibility of personnel, PLC programming knowledge, and OWNER confidence. The SYSTEM SUPPLIER shall be subcontracted by and paid by the CONTRACTOR.
- B. The SYSTEM SUPPLIER shall meet all of the requirements of these specifications, and, unless specifically stated otherwise, no prior acceptance of any subsystem, equipment, or materials has been made.
- C. All equipment furnished by the SYSTEM SUPPLIER shall be of the latest and most recent design and shall have overall accuracy as guaranteed by the manufacturer.

- D. Materials and equipment used shall be U.L. approved wherever such approved equipment and materials are available.
- E. Component equipment shall be as supplied by one of the manufacturers named in the individual specification sections or approved equal. The design of the PICS is based on the first-named manufacturer's equipment if there is a difference.
- F. To facilitate the OWNER's operation and maintenance, products shall be of the same major manufacturer, with panel mounted devices of the same type and model as far as possible.
- G. In order to ensure the interchangeability of parts, the maintenance of quality, the ease of interfacing between the various subsystems, and the establishment of minimums with regard to ranges and accuracy, strict compliance with the above requirements shall be maintained.
- H. The SYSTEM SUPPLIER shall designate a single point of contact for interface with the ENGINEER on this project. The ENGINEER reserves the sole right to approve or reject this point of contact.
- I. The SYSTEM SUPPLIER's selected project personnel shall meet the following requirements:
 - 1. Project engineer shall have at least 10 years' experience in installing similar systems and shall have a minimum of secondary education in the field of electronics or similar technical discipline.
 - 2. Project technician assisting the project engineer for field element calibration and check out shall have at least five years experience in installing similar systems.
 - 3. Key staff resumes shall be submitted for ENGINEER's approval with the Project Plan as further detailed under submittals.
- J. Service Facility: The SYSTEM SUPPLIER shall have an established service facility from which qualified technical service personnel and parts may be dispatched upon call. Such a service facility shall be no more than six (6) hours travel time from the jobsite.
- K. The SYSTEM SUPPLIER shall provide experienced personnel on-site to coordinate and/or perform installation, termination, and adjustment; on-site testing; OWNER training; and startup assistance for the PICS.
- L. The SYSTEM SUPPLIER shall provide, on-site, an experienced project engineer to supervise and coordinate all of the on-site PICS activities. An experienced technician may be provided to assist the project engineer in field element installation, field calibration, and checkout tests. The SYSTEM SUPPLIER's project engineer shall be on-site during the period required to effect all of the critical on-site activities related to the PICS, particularly the software debugging, PICS training, and witnessed testing activities.

1.9 STANDARDS

- A. The design, testing, assembly, and methods of installation of the wiring materials, electrical equipment and accessories proposed under this Contract shall conform to the National Electrical Code and to applicable state and local requirements. UL listing and labeling shall be adhered to under this Contract.
- B. Any equipment that does not have a UL, FM CSA, or other approved testing laboratory label shall be furnished with a notarized letter signed by the supplier stating that the equipment furnished has been manufactured in accordance with the National Electric Code and OSHA requirements.
- C. Any additional work needed resulting from any deviation from codes or local requirements shall be at no additional cost to the OWNER.
- D. International Society of Automation (ISA) and National Electrical Manufacturers Association (NEMA) standards shall be used where applicable in the design of the PICS.
- E. All equipment used on this project to test and calibrate the installed equipment shall be in calibration at the time of use. Calibration shall be traceable to National Institute of Standards (NIS - formally NBS) calibration standards.
- F. For the purposes of uniformity and conformance to industry standard, provide analog signal transmission modes of electronic 4-20 ma DC. No other signal characteristics are acceptable.
- G. Discrete signals are two-state logic signals. Use 120V ac sources on all discrete signals unless otherwise noted or shown.
- H. Provide appropriately sized electrical transient protection devices for all electrical elements of the system as further defined in the individual specification sections.

1.10 WARRANTY AND GUARANTEES

- A. In accordance with Division 1, the CONTRACTOR shall furnish to the OWNER a written two year guarantee commencing with final acceptance, that all equipment and parts thereof, material and/or workmanship for the field elements, instruments, and control panels are of top quality and free from defects.
- B. The CONTRACTOR shall guarantee all equipment whether or not of his own manufacture.

1.11 SPARES AND EXPENDABLES

- A. Obtain from the manufacturer(s) and provide the recommended critical spare parts as part of the work. Refer to the individual requirements listed in the associated

specification sections for the PICS for specific parts to be provided as a minimum. The spare parts are the property of the OWNER.

- B. Obtain from the manufacturer(s) and furnish any special tools, calibration equipment and testing apparatus required for the proper adjustment and maintenance of the material provided.

PART 2 - PRODUCT (Not used)

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK

- A. Coordination Meetings: In order to ensure timely performance of the Contract and the system's conformance with these specifications, coordination meetings shall be held at a mutually agreeable location. The first meeting shall be held 30 days after award of the Contract to the CONTRACTOR. The CONTRACTOR, CSE and SYSTEM SUPPLIER shall provide for their attendance at this meeting in their quotation. A schedule for additional coordination meetings (approximately one each month) will be derived at this initial meeting for periodic update, coordination, and conflict resolution during the project duration.
- B. Prerequisite Activities and Lead Times: Do not start the following key project activities until the listed prerequisite activities have been completed and lead times have been satisfied:
 - 1. Hardware Purchasing, Fabrication, and Assembly: Associated design related submittals completed (no exceptions, or approved as noted).
 - 2. Shipment: Completion and approval of all design related submittals.
 - 3. Startup: Operational Checkout Tests.
 - 4. OWNER Training: Owner training completed and O&M manuals delivered.
 - 5. Demonstration Tests: Operational Check-out Tests, Startup, OWNER Training, and Demonstration Test Procedures must be complete. Give 4 weeks' notice prior to the planned test start date.
- C. Consoles, Panels, and Panel Mounted Equipment: Consoles, panels, and panel mounted equipment shall be assembled as far as possible at the SYSTEM SUPPLIER's shop. No work, other than correction of minor defects or minor transit damage, shall be done on the panels at the jobsite.

3.2 PRODUCT HANDLING

- A. Store and protect equipment until installation following the storage and handling instructions recommended by the equipment manufacturers. Place special emphasis on proper anti-static protection of sensitive equipment.
- B. Protection During Construction: Throughout this Contract, provide protection for materials and equipment against loss or damage and from the effects of weather.

Prior to installation, store items in indoor, dry locations. Provide heating in storage areas for items subject to corrosion under damp conditions. Provide covers for panels and other elements that may be exposed to dusty construction environments. Specific storage requirements shall be in accordance with the SYSTEM SUPPLIER's recommendations.

- C. Corrosion Protection: Protect all consoles, panels, enclosures, and other equipment containing electrical or instrumentation and control devices, including spare parts, from corrosion through the use of corrosion-inhibiting vapor capsules. Prior to shipment, include capsules in the shipping containers, and equipment as recommended by the capsule manufacturer. During the construction period, periodically replace the capsules in accordance with the capsule manufacturer's recommendations. Replace all capsules just prior to Final Acceptance.
- D. ESD Protection: Provide for the proper handling, storage, and environmental conditions required for the PICS components deemed static sensitive by the equipment manufacturer. Utilize anti-stat wrist straps and matting during installation of these items to prevent component degradation. Flooring used in control areas shall be reviewed and approved by the SYSTEM SUPPLIER.
- E. Adequately pack manufactured material to prevent damage during shipping, handling, storage and erection. Pack all material shipped to the project site in a container properly marked for identification. Use blocks and padding to prevent movement.
- F. Ship materials that must be handled with the aid of mechanical tools in wood-framed crates.
- G. Ship all materials to the project site with at least one layer of plastic wrapping or other approved means to make it weatherproof. Anti-stat protection shall be provided for all sensitive equipment.
- H. Inspect the material prior to removing it from the carrier. Do not unwrap equipment until it is ready to be installed. If any damage is observed, immediately notify the carrier so that a claim can be made. If no such notice is given, the material shall be assumed to be in undamaged condition, and any subsequent damage that is discovered shall be repaired and replaced at no additional expense to the OWNER.
- I. The CONTRACTOR shall be responsible for any damage charges resulting from the handling of the materials.

3.3 INSTALLATION

- A. Material and Equipment Installation: Install the PICS in locations indicated on the Drawings and follow manufacturers' installation instructions explicitly, unless otherwise indicated. Wherever any conflict arises between manufacturers' instruction and these Contract Documents, follow ENGINEER's decision, at no

additional cost. Keep copy of manufacturers' instructions on the jobsite available for review at all times.

- B. Install materials and equipment in a workmanlike manner utilizing craftsmen skilled in the particular trade. Provide work which has a neat and finished appearance. Coordinate I&C work with the OWNER and work of other trades to avoid conflicts, errors, delays, and unnecessary interference with operation of the existing plant during construction.
- C. Provide finish on instruments and accessories that protects against corrosion by the elements in the environment in which they are to be installed. Finish both the interior and exterior of enclosures. Provide extra paint of each color used in the material from the manufacturer for touch-up purposes.
- D. Equipment Finish: Provide materials and equipment with manufacturer's standard finish system. Provide manufacturer's standard finish color, except where specific color is indicated. If manufacturer has no standard color, finish equipment with light gray color.
- E. Cleaning and Touch-up Painting: Keep the premises free from accumulation of waste material or rubbish. Upon completion of work, remove materials, scraps, and debris from premises and from interior and exterior of all devices and equipment. Touch-up scratches, scrapes, or chips in interior and exterior surfaces of devices and equipment with finishes matching as nearly as possible the type, color, consistency, and type of surface of the original finish. Clean and polish the exterior of all panels and enclosures upon the completion of the demonstration tests.
- F. Control Valves: Verify correctness of installation. Verify calibration and adjustment of all positioners and I/P transducers and verify correct control action. Verify position switch settings. Verify opening and closing speeds and travel stops.

3.4 SYSTEM OPERATING CRITERIA

- A. Stability: After controls have taken corrective action, as result of a change in the controlled variable or a change in setpoint, oscillation of final control element shall not exceed two (2) cycles per minute or a magnitude of movement of 0.5 percent full travel.
- B. Response: Any change in setpoint or change in controlled variable shall produce a corresponding corrective change in position of final control element and become stabilized within 30 seconds.
- C. Agreement: Setpoint indication of controlled variable and measured indication of controlled variable shall agree within 2 percent of full scale over a 6:1 operating range.
- D. Repeatability: For any repeated magnitude of control signal, from either an increasing or decreasing direction, the final control element shall take a repeated

position within 0.5 percent of full travel regardless of force required to position final element.

- E. Sensitivity: Controls shall respond to setpoint deviations and measured variable deviations within 1.0 percent of full scale.
- F. Performance: All instruments and control devices shall perform in accordance with manufacturer's specifications.

3.5 TRAINING

- A. The cost of training programs to be conducted with OWNER's personnel shall be included in the Contract price. The training and instruction, insofar as practicable, shall be directly related to the System being supplied.
- B. The SYSTEM SUPPLIER shall provide detailed manuals to supplement the training courses. The manuals shall include specific details of equipment supplied and operations specific to the project.
- C. The SYSTEM SUPPLIER shall make use of teaching aids, manuals, slide/video presentations, etc. After the training services, such materials shall be delivered to OWNER.
- D. The training program shall represent a comprehensive program covering all aspects of the operation and maintenance of the system.
- E. All training schedules shall be coordinated with, and at the convenience of the OWNER. Shift training may be required to correspond to the OWNER's working schedule.
- F. Specific details of the nature and duration of training to be provided are defined in the individual specification sections.

3.6 TESTING – GENERAL

- A. All elements of the PICS, both hardware and software, shall be tested to demonstrate that the total system satisfies all of the requirements of the Contract Documents
- B. As a minimum, the testing shall include shop tests, operational check-out tests, and Demonstration Tests.
- C. Each test shall be in the cause and effect format. The person conducting the test shall initiate an input (cause) and, upon the system producing the correct result (effect), the specific test requirements will have been satisfied.
- D. All tests shall be conducted in accordance with, and documented on, prior approved procedures, forms, and checklists. Each specific test to be performed shall be

described and a space provided after it for signoff by the appropriate party after its satisfactory completion. Copies of these signoff test procedures, forms, and checklists will constitute the required test documentation.

- E. Provide all special testing materials and equipment. Wherever possible, perform tests using actual process variables, equipment, and data. Where it is not practical to test with real process variables, equipment, and data, provide suitable means of simulation. Define these simulation techniques in the test procedures.
- F. The SYSTEM SUPPLIER shall coordinate all of their testing with the CONTRACTOR and SCADA SUPPLIER all affected suppliers, the CSE, ENGINEER and the OWNER.
- G. The ENGINEER reserves the right to test or retest any and all specified functions whether or not explicitly stated in the approved test procedures. The ENGINEER's decision shall be final regarding the acceptability and completeness of all testing.

3.7 OPERATIONAL READINESS TEST (ORT)

- A. Prior to startup and demonstration testing, certify that the entire installed PICS (inspected, tested and documented) is ready for operation. These inspections and tests shall include Loop/Component inspections and tests. Test the system loop by loop to complete the PICS checkout tests. The SYSTEM SUPPLIER shall fully debug problems in the system as a whole. Final approval of control software will not be based on written descriptions of software functions alone, but on actual performance in the field.
- B. Check the entire PICS for proper installation, calibration and adjustment on a loop-by-loop and component-by-component basis to ensure that it is in conformance with related submittals and the PICS Specifications.
- C. The Loop/Component Inspections and Tests shall be implemented using approved forms and checklists. Example sheets are provided at the end of this Specification Section. These shall be developed by the SYSTEM SUPPLIER and submitted for approval.
- D. Maintain the Loop Status Reports and Component Calibration Sheets at the jobsite and make them available to the ENGINEER at any time.
- E. Witnessing: These inspections and tests do not require witnessing. However, the ENGINEER will review the Loop Status Sheets and Component Calibration Sheets and spot-check their entries periodically and upon completion of the Operational Check-out Tests. Correct any deficiencies found.
- F. Final Documentation: The completed reports and sheets shall be assembled in one document and submitted together with a completed Manufacturer's Check-Out Certification.

3.8 FIELD ACCEPTANCE TEST (FAT)

- A. Once the PICS has passed the ORT, the SYSTEM SUPPLIER shall perform a witnessed Field Acceptance Test (FAT) on the complete PICS. The FAT shall demonstrate that the PICS is operating and in compliance with the Contract requirements. Each specified function shall be demonstrated on a paragraph-by-paragraph, and site-by-site basis.
- B. Prior to the FAT, the entire installed PICS shall be certified in writing by the CONTRACTOR that it is ready for operation.
- C. The system shall operate for a continuous 100 hours without failure before this test will be considered successful.
- D. The FAT shall cover the entire PICS, including control functions, alarms, and status monitoring. Test procedures used for factory tests may be adopted for these tests if modified as required.

3.9 30-DAY SYSTEM ACCEPTANCE TEST (SAT)

- A. After completion of the Field Acceptance Tests, the entire system shall operate for a period of 30 consecutive days, under conditions of full plant process operation, without a single non-field repairable malfunction.
- B. Provide complete O&M Manuals for the PICS at the jobsite at least two weeks prior to the SAT.
- C. During this test, plant operating and SYSTEM SUPPLIER personnel shall be present as required. The SYSTEM SUPPLIER is expected to provide personnel for this test who have an intimate knowledge of the hardware and software of the system.
- D. While this test is proceeding, the OWNER shall have full use of the system. Only plant operating personnel shall be allowed to operate equipment associated with live plant processes.
- E. Any malfunction during the tests shall be analyzed and corrections made by the SYSTEM SUPPLIER. The ENGINEER and/or OWNER will determine whether any such malfunctions are sufficiently serious to warrant a repeat of this test.
- F. Any malfunction, during this 30 consecutive day test period, which cannot be corrected within 24 hours of occurrence by the SYSTEM SUPPLIER's personnel, or more than two similar failures of any duration, will be considered as a non-field-repairable malfunction.
- G. Upon completion of repairs, by the SYSTEM SUPPLIER, the test shall be repeated as specified herein.

- H. In the event of rejection of any part or function, the SYSTEM SUPPLIER shall perform repairs or replacement within 90 days.
- I. All data base errors must be corrected prior to the start of each test period. The 30-day test will not be considered successful until all databases are correct.
- J. The total availability of the system shall be greater than 99.5 percent during this test period.
 - 1. Availability is given by $\frac{\text{Total Time-Down Time}}{\text{Total Time}}$.
 - 2. Down times due to power outages or other factors outside the normal protection devices or back-up power supplies provided, shall not contribute to the availability test times above.
- K. Upon successful completion of the 30-day Site Acceptance Test and subsequent review and approval of complete system final documentation, the system shall be considered substantially complete and the warranty period shall commence.

Loop Check-out Sheet

Project	Owner's Project No. (if applicable):	Page of
Project	Regulatory Agency Project No. (if	
HDR	Date:	

LEAK AND TERMINATION/CONTINUITY CHECKS

DESCRIPTION	FIELD					CONTROL CAB	
	LEAK CHECK ₍₁₎			TERM/CONT CHECK ₍₂₎		TERM/CONT CHECK ₍₂₎	
	Device Tag No.	Process Conn.	Signal Tube	Device Tag No.	Termination Ident.	Device Tag No.	Termination Ident.

1. Leak check for pneumatic signal tubing to be per ISA-PR7.1.
2. Termination/continuity check includes check at terminated equipment for: (a) correct polarity, (b) appropriate signal generation, transmission and reception, and (c) correct shield & ground terminations.

OPERATOR INTERFACE CHECK-OUT

MONITORING POINTS OBSERVED

PARAMETER TYPE	TAG NO.	TAG NO.	TAG NO.	TAG NO.	TAG NO.	TAG NO.
PROCESS VAR						
EQUIP STATUS						
ALARM POINT						

OPERATOR CONTROL FUNCTIONS CHECKED

FUNCTION TYPE	TAG NO.	LOCATION	TAG NO.	LOCATION	TAG NO.	LOCATION

AS LEFT SETTINGS

TAG NO.	SWITCH & ALARM SP	CONTROLLERS

		Gain	Reset, rpm	Deriv. (rate), min	PV Set Point

Describe all interlocks checked, equipment started/stopped, valves/operators stroked. Describe modes of operation checked, and location of operator interface (local/remote).

I certify that the control loop referenced on this page has been completely checked and functions in accordance with applicable drawings and specifications.

Certified by: _____

Date: _____

Instrument Calibration Sheet

Project Name:	Owner's Project No. (if
Project	Regulatory Agency Project
HDR Project	Date:
Control Loop	

Instrument	Transmitter/gauge
Manufacturer:	Switch set-point:
Model No.	Switch dead band:
Serial No.	Switch range:

TRANSMITTERS AND INDICATORS

	INCREASING INPUT			DECREASING INPUT		
% OF SPAN	INPUT	OUTPUT	ERROR (% of span)	INPUT	OUTPUT	ERROR (% of span)
0%						
25%						
50%						
75%						
100%						
Other (if applicable)						
Other (if applicable)						

SWITCHES

	INCREASING INPUT			DECREASING INPUT		
ACTUATION POINT	INPUT	OUTPUT	ERROR (% of range)	INPUT	OUTPUT	ERROR (% of range)
High (Increasing input)						
Low (Decreasing input)						

Maximum allowable error (per Contract Documents):

Remarks:

CALIBRATION EQUIPMENT UTILIZED

DEVICE TYPE	MFR/MODEL NO.	ACCURACY	NIST TRACEABILITY?

Certified by:_____

Date Certified:_____

END OF SECTION

SECTION 13310

PROCESS INSTRUMENTATION AND CONTROL SYSTEM

FIELD INSTRUMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Specification Section covers work related to the various field instruments to be supplied with the Process Instrumentation and Control System (PICS).
- B. Field instrumentation, as specified herein, shall be furnished by the same SYSTEM SUPPLIER furnishing services and equipment as outlined in 13300.
- C. Certain field instruments are furnished under other Divisions. Such instruments shall meet the requirements set forth herein.

1.2 RELATED WORK

- A. Specification Section 13300 defines work associated with the overall PICS.
- B. Specification Section 13315 defines work associated with control panels and enclosures housing the various elements of the PICS.
- C. Specification Section 13325 defines work associated with the Programmable Logic Controllers (PLCs) that will interface the system with the field instruments defined hereunder.
- D. Provision of all field and power wiring except manufacturer-supplied cables and installation of all such wiring is performed under Division 16, Electrical.
- E. Mechanical piping and fittings, as well as in-line instruments supplied with and/or supplied for the PICS are supplied and installed under other Divisions of these Specifications.

1.3 SUBMITTALS

- A. Submit the following Field Instrumentation Shop Drawings in a single package:
 - 1. Catalog information, descriptive literature, wiring diagrams, and shop drawings on all components of the field instruments, including all miscellaneous electrical and mechanical devices furnished under this section.
 - 2. Individual data sheets for all components of the field instruments to supplement the above information by citing all specific features for each specific component (e.g. scale range, materials of construction, special options included, etc.). Each component data sheet shall bear the

- component name and instrument tag number designation shown in the Drawings and Specifications.
3. Installation details for all field mounted devices to show conformance with the Contract Documents.
 4. Configuration documentation for all programmable devices to indicate actual settings used to set the device scale, range, trip points, and other control parameters.
 5. Proposed tag numbers for each specific instrument.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Equipment to be installed in a hazardous area shall meet Class, Group, and Division classification as shown on the Contract Electrical Drawings, or comply with the local or National Electrical Code, whichever is the most stringent requirement.
- B. All instruments requiring plumbing shall utilize stainless steel components as follows:
 1. Test Tap: Shall consist of Crawford Fitting Co. Swagelock quick connects Series QC4-DE, or equal.
- C. Tubing, Stainless Steel: Shall be ASTM A 312, TP 316, seamless, soft annealed with 0.065 inch wall. Fittings shall be ASTM A 276, TP 316 compression or socket weld type.
 1. Valve, Ball: Shall be stainless steel ball valves, Whitey Series 40, Hoke Flamite Series 7100, or equal.
- D. All instruments shall be provided with mounting hardware and floor stands, wall brackets, or instrument racks.
- E. Instrument cable lengths shall be determined by the SYSTEM SUPPLIER based on actual field installation requirements.
- F. All transmitters shall be provided with either integral indicators or conduit mounted indicators in process units, accurate to two percent. Indicator readouts shall be linear in process units.
- G. Electronic equipment shall utilize printed circuitry suitably coated to prevent contamination by dust, moisture and fungus. Solid-state components shall be conservatively rated for their purpose, to assure optimum long-term performance and dependability over ambient atmosphere fluctuations and 0 to 100 percent relative humidity. The field mounted equipment and system components shall be designed for installation in dusty, humid, and slightly corrosive service conditions.

2.2 LIGHTNING/SURGE PROTECTION

- A. Surge suppressors and arrestors meeting the requirements of IEEE/ANSI Standard C-62.41 (latest revision) shall be provided on all electronic field instruments.
- B. AC Powered Instruments. Lightning and surge protection shall be provided on both the AC power supply and signal lines. The instrument, a breaker and the surge suppressor shall be mounted on a ½-inch aluminum plate equipped with 1/8 inch sun shields on top and both sides with front panel facing north wherever practical. The mounting plate shall be connected to a ground rod via a #10 gauge wire. The protectors shall meet the following criteria:
 - 1. NEMA 4X small case.
 - 2. Response time of less than five nanoseconds.
 - 3. AC Power protection: IEEE/ANSI Std. C-62.41 rated C3 at 330 Volts clamping level.
 - 4. Signal line protection: 10,000 Amp 8 x 20 microsecond surge, clamped at 36 Volts clamping level.
 - 5. Test jacks for low level signal monitoring.
 - 6. Manufacturer/model: ASCO Model 265 or approved equal.
- C. Loop Powered Instruments. Lightning and surge protection shall be provided on the 4-20 mA DC signal line. The protectors shall meet the following criteria:
 - 1. Encapsulated in Stainless Steel Pipe nipples for in-line conduit mounting.
 - 2. Response time of less than one nanosecond.
 - 3. Capable of withstanding up to 400 occurrences of 500 Amps at 10 x 1 millisecond.
 - 4. Series resistance of 5 ohms per line.
 - 5. Protection of both lines plus shield
 - 6. Manufacturer/model: ASCO Model 157 or approved equal

2.3 FIELD INSTRUMENTS

- A. Radar Level Transmitter. The instrument uses a non-contact microwave time-of-flight technique to measure the liquid level in a vessel, tank or basin.
 - 1. System Performance:
 - a. Operating frequency - approximately 26 GHz.
 - b. Overall system accuracy shall be plus or minus 2 mm.
 - c. The system shall be field calibratable without the use of external calibrators.
 - 2. Sensor Materials:
 - a. PVDF clad horn antenna.
 - 3. Ratings:

- a. Electronics Unit – NEMA 4X.
 4. Electrical:
 - a. Loop powered, 4-20 mA output.
 5. Functional:
 - a. Span, output, linearization and digital output scaling shall be adjustable at the transmitter.
 - b. Echo status and loss indication shall be provided at the transmitter.
 6. Manufacturer, Model series:
 - a. Endress and Hauser, Micropilot FMR50.
- B. Level Switch, Float. The level switch shall be a direct acting, weighted float suspended on its own cable. As the liquid level rises the float tilts and actuates a hermetically sealed switch inside the float. The cable shall be terminated within a junction box located outside the tank or basin. For multiple float applications, all cables shall terminate in a single junction box.
1. Materials:
 - a. Float wetted part – Polypropylene
 - b. Cable – PVC jacketed
 - c. Junction box – 316 SS
 2. Ratings:
 - a. Junction box – NEMA 4X
 - b. NSF approved for potable water.
 3. Electrical:
 - a. Dry contact rated to 4.5 Amps at 120 VAC
 - b. Normally open or normally closed as required for the application
 4. Options
 - a. Provide stainless steel hanging bar. Attach the float cables to the bar using Kellum grips.
 - b. Provide other supports/mounting accessories as required.
 5. Manufacturer, model:
 - a. Anchor Scientific, Eco-float type G
 - b. Approved equal.
- C. Limit Switch. The limit switch shall detect the closed position of a hatch, door, etc. by means of an actuator. The actuator shall energize the switch while the door is closed.
1. General:
 - a. Actuator orientation: As required for application
 - b. Actuator mechanism: Adjustable lever roller.
 - c. Switch shall be mounted on the static portion of the door or hatch.
 2. Materials:
 - a. Normal applications: Phosphate coated zinc with Epoxy coating.
 - b. Corrosive locations: All 316 Stainless Steel including actuating lever.
 3. Ratings:
 - a. NEMA 4X for normal applications.
 - b. NEMA 6 where potential submergence exists.

- c. Use explosion proof switches with factory installed cable for all Class I rated locations.
- 4. Electrical:
 - a. Normally open and normally closed dry contacts
 - b. Dry contacts rated to 10 Amps at 120 VAC
- 5. Options:
 - a. Provide stainless steel supports/mounting and strike plates as required.
- 6. Manufacturers:
 - a. Honeywell, model HDLS or LSX as applicable
 - b. Approved equal

2.4 SPARES AND EXPENDABLES

- A. Provide the following spare parts:
 - 1. Ten percent spare fuses (minimum of 10) of each type and rating supplied.
 - 2. Five percent (minimum of 2) spare surge protection devices of each type used.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install the PICS field instruments in strict accordance with the respective manufacturer's instructions and recommendations, in locations as shown on the Drawings, and as indicated on the installation details of the Drawings.
- B. Fully calibrate each instrument.
- C. Provide surge protection enclosures to the electrical sub-contractor for mounting and installation. The enclosures shall be fully wired internally. Coordinate grounding requirements with Division 26, Electrical.

3.2 TRAINING

- A. Eight hours of on-site (field) training shall be conducted at the OWNER's plant site and shall provide detailed hands-on instruction to OWNER's personnel covering all supplied field instruments.
- B. Training shall include:
 - 1. Calibration procedures.
 - 2. Preventive maintenance methods and timing.
 - 3. Fault-finding techniques.

END OF SECTION

SECTION 13315
PROCESS INSTRUMENTATION AND CONTROL SYSTEM
CONTROL PANELS

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. This Specification Section covers work related to the control panels and enclosures to be supplied with the Process Instrumentation and Control System (PICS).
- B. The control panels, as specified herein, shall be furnished by the same SYSTEM SUPPLIER furnishing services and equipment as defined under Specification Section 13300.
- C. The modifications to the existing PCP (Data Flow RTU) control panel at the EMLS, as specified herein, shall be performed by the SCADA SUPPLIER furnishing services as defined under Specification Section 13300.
- D. The SYSTEM SUPPLIER shall design, furnish and install all interior wiring within the control panels and furnish complete wiring diagrams showing the electrical circuits inside the panel and interconnections between the panel and the external instruments and components.
- E. Size control panel(s) to adequately dissipate heat generated by equipment mounted inside or on the panel front face.

1.2 RELATED WORK

- A. Specification Section 13300 defines work associated with the overall PICS,
- B. Programmable Logic Controllers (PLC) are to be mounted in control panels hereunder. PLC and control system configuration are defined in Specification Section 13325 and Specification Section 13327.
- C. The panels are installed under Division 15, Mechanical.

1.3 SUBMITTALS

- A. Submit the following control panel (New and Modified) shop drawings in a single package:
 - 1. Layout diagrams for all control panels and enclosures. Include panel elevations (front, side, interior), and sizing. Panel front elevations shall be of sufficient scale to allow all engraved nameplates and inscriptions to be legible without the use of schedules.

2. A complete Bill of Materials for each panel cross-referenced to the panel layout drawings and identifying the manufacturer and complete part number of all components.
3. Wiring diagrams for all control panels. Diagrams shall be complete electrical wiring diagrams showing all components and all auxiliary devices such as relays, alarms, fuses, lights, fans, heaters, etc. All wires and terminals shall be numbered on the diagrams, and line cross-references shall be labeled. Include wiring interface to the PLCs where applicable. Include on these drawings a tag number to identify each component and referenced to a component identification list.
4. Data sheets for all components. The data sheets shall be marked to indicate those portions applicable to the components to be furnished.
5. Power requirements and heat dissipation summary for all control panels. Power requirements shall state required voltages, currents, and phase(s). Heat dissipations shall be maximums and shall be given in Btu/hr. The summary shall be supplemented with calculations.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Equipment to be installed in a hazardous area shall meet Class, Group, and Division classification as shown on the Contract Electrical Drawings, or comply with the local or National Electrical Code, whichever is the most stringent requirement.
- B. Electronic equipment shall utilize printed circuitry suitably coated to prevent contamination by dust, moisture and fungus. Solid-state components shall be conservatively rated for their purpose, to assure optimum long-term performance and dependability over ambient atmosphere fluctuations and 0 to 100 percent relative humidity. The field mounted equipment and system components shall be designed for installation in dusty, humid, and slightly corrosive service conditions.
- C. All equipment shall be designed to operate on a 60-Hertz alternating current power source at a normal 120 volts, plus or minus 10 percent, except where specifically noted. All regulators and power supplies required for compliance with the above shall be provided between power supply and interconnected instrument loop. Where equipment requires voltage regulation, constant voltage transformers shall be supplied.
- D. All equipment, cabinets and devices furnished hereunder shall be heavy-duty type, designed for continuous industrial service. The system shall contain products of a single MANUFACTURER, insofar as possible, and shall consist of equipment models which are currently in production.
- E. The equipment furnished shall be designed to operate satisfactorily between 0 degrees C and 40 degrees C for indoor panels and 50 degrees C for outdoor panels at up to 95 percent Relative Humidity (non condensing).

- F. Except where specifically noted otherwise, all outdoor panels and enclosures containing electronic or electrical components shall be equipped with sunshields on both sides, the front, the back and the top with a minimum separation of one inch and a maximum separation of one and one-half inches. Sun shields shall be 14 gauge Stainless Steel or 12 gauge Anodized Aluminum or thicker. Finish with reflective white, two part epoxy coating or reflective, white, polyester powder deposited coating.
- G. All outdoor control panels and enclosures shall be equipped with 3 ½” stainless steel mounting uni-struts across the width of the back. For free-standing panels the struts shall be located half-way up the panel and six inches from the top. For other panels they shall be located 3” from the top and 3” from the bottom.
- H. All switches shall have double-pole, double-throw contacts rated at a minimum of 600 volts-amperes (VA), unless specifically noted otherwise.
- I. All equipment shall be designed and constructed so that in the event of a power interruption, the equipment specified hereunder shall resume normal operation without manual resetting when power is restored.
- J. All discrete inputs entering the panel shall be wetted by 120 VAC. Provide isolation relays if necessary to accommodate this requirement.
- K. All discrete output signals shall be equipped with interposing relays to electrically isolate them from the control system I/O.

2.2 LIGHTNING/SURGE SUPPRESSION

- A. Surge suppressors and arrestors meeting the requirements of ANSI Standard C-62.41 (latest revision) shall be provided as further detailed below.
- B. DC Signals (Discrete and Analog). Lightning and surge protection shall be provided on all DC signal wires entering or leaving the panel. The protectors shall meet the following criteria:
 - 1. 35 mm DIN rail mounted with spring terminals.
 - 2. Response time of less than one nanosecond.
 - 3. Operating signal current: up to 0.5 A
 - 4. Capable of withstanding 5,000 Amps at IEEE/ANSI C-62.41 8 x 20 microseconds combination wave.
 - 5. Nominal series resistance of less than 2 ohms each leg
 - 6. Manufacturer:
 - a. Allen Bradley
- C. AC Signals. Lightning and surge protectors for all incoming 120 VAC discrete signals lines shall meet the following criteria:
 - 1. Serial protection.
 - 2. Nominal operating voltage: 120 VAC 47/63 Hz.
 - 3. Response time of less than 0.25 nanoseconds.

4. Capable of withstanding up to 40,000 Amps at IEEE/ANSI C-62.41 8 x 20 microseconds combination wave.
 5. Manufacturer:
 - a. Allen Bradley
- D. AC Power. Lightning and surge protectors for AC power supply lines up to 15 Amps service shall meet the following criteria:
1. Serial protection with replaceable fuse.
 2. Failure indicator.
 3. Response time of less than five nanoseconds.
 4. Capable of withstanding up to 10,000 Amps at IEEE/ANSI C-62.41 8 by 20 microseconds combination wave.
 5. Manufacturer:
 - a. Allen Bradley
- E. Three phase 480 AC Power Surge Protection Device. Min 200 kA, ASCO.
- F. Single phase AC Power (over 15Amps). Lightning and surge protectors for AC power supply lines over 15 Amps service shall meet the following criteria:
1. Parallel protection using MOVs and thermal fusing technology.
 2. Failure indicator
 3. Response time of less than five nanoseconds.
 4. Capable of withstanding up to 6,500 Amps at IEEE/ANSI C-62.41 8 x 20 microseconds combination wave.
 5. Manufacturer:
 - a. Allen Bradley
- G. Ethernet Signals.
1. Manufacturer:
 - a. Allen Bradley
- H. Coaxial Signals.
1. Manufacturer:
 - a. Allen Bradley
- 2.3 PROCESS CONTROL PANEL (PCP-1A , PCP-1B) BY SYSTEM SUPPLIER:
- A. Process Control Panel (PCP-1A , PCP-1B) shall be NEMA 12 painted steel, free standing enclosure, containing PLC equipment defined in Specification Sections 13325 and 13327.
- B. Each PCP shall include a UPS and battery with 30 minutes minimum full load capacity.
- C. Each PCP shall be single phase 120VAC with circuit breakers, power and signal surge protection.

2.4 REMOTE IO CONTROL PANELS (RCP-1) BY SYSTEM SUPPLIER:

- A. RCP-1 Remote Control Panel shall be NEMA 12 painted steel, free standing enclosure, containing Remote IO equipment defined in Specification Sections 13325 and 13327.
- B. RCP-1 shall include Remote IO adaptor and IO modules for remote monitor and control.
- C. RCP-1 shall be provided with incoming 120 Volt, main breakers, power and signal surge suppression.
- D. RCP-1 shall include uninterruptible Power Supply UPS sized to supply adequate power for 30 minutes.

2.5 VARIABLE SPEED CONTROL PANELS BY SYSTEM SUPPLIER:

- A. The Variable Frequency Drive (VFD) panels shall be furnished as NEMA 12 free-standing steel enclosures for the following:
 - 1. Three VFDs for the North Train Internal Recycle (IR) pumps (IPVP-1).
 - 2. Three VFDs for the South Internal Recycle (IR) pumps (IPVP-2).
 - 3. Three VFDs for the North Train Return Activated Sludge (RAS) pumps (RPVP-1).
 - 4. Three VFDs for the South Train Return Activated Sludge (RAS) pumps (RPVP-2).
- B. Each panel shall be provided with incoming 480 Volt, 3-phase main breakers and surge suppression.
- C. Each panel shall be provided with front mounted ventilation fans, intake fan on bottom, exhaust fan on top.
- D. Each panel shall be provided with two Ethernet switches and UPS.
- E. VFDs , Power Monitors, Bypass Soft Starters and UPS shall connect to the local Ethernet switches and communicate through Ethernet/IP.
- F. VFD Operator Interface devices shall be front-panel mounted.
- G. Refer to electrical elementary diagrams for additional components.
- H. Refer to Specification Sections 13327 and 16370 for specific VFD requirements.

2.6 BACK-UP CONTROL PANEL BY SYSTEM SUPPLIER:

- A. Provide a Back-up Control Panel (BUCP) that assumes operation of the associated pumps in the event of loss of automatic PLC control.

- B. The BUCP shall be a wall-mounted NEMA 12 steel enclosure equipped with the following:
 - 1. Relay logic that uses backup float switch signals to operate the pumps. Refer to the Electrical Drawings for an elementary diagram.
 - 2. Once initiated, control of the pumps shall remain in back-up until manually reset by the operator either through a momentary pushbutton front-panel mounted on the BUCP or an HMI reset output.
 - 3. Power distribution and conversion components as necessary.
 - 4. An Uninterruptible Power Supply.

2.7 EXISTING EMLS PCP (DATA FLOW RTU) MODIFICATIONS BY SCADA SUPPLIER:

- A. The existing PCP modifications to RTU-8 and RTU-10 shall include removing IO signal wiring and components, in addition to relocating IO signals to RCP-1.
- B. The modification “Action” for each signal is indicated in specification section 13325 Table 13325-1 (RTU-8) and Table 13325-2 (RTU-10). The modification “Action” is defined below:
 - 1. Remove: Remove wiring and components from PCP as follows:
 - a. Locate terminal blocks where field wiring of signal terminates inside PCP.
 - b. Disconnect and remove wiring and components between terminal blocks and RTU IO Module terminals.
 - 2. Relocate: Remove wiring and components from PCP and run new wiring from PCP to RCP-1, as follows:
 - a. Locate terminal blocks where field wiring of signal terminates inside PCP.
 - b. Disconnect and remove wiring and components between terminal blocks and RTU IO Module terminals.
 - c. Run new wires from terminal blocks inside PCP to terminal blocks inside RCP-1.
 - 3. Remain: No modifications.

2.8 CONTROL PANELS AND ENCLOSURES

- A. Finish:
 - 1. All front panel openings for panel-mounted equipment shall be cut with counter-boring and provided with trim strips as required to give a neat finished appearance.
 - 2. With the exception of stainless steel panels, all steel panel surfaces shall be treated with phosphatized treatment inside and out, and then finished on the exterior with two coats of baked enamel of the approved color. Interiors of panels shall be white, ANSI No. 51.
 - 3. Control panels mounted indoors in climate controlled building shall be NEMA 12 painted steel.

4. Control panels mounted outdoor or in non climate controlled building shall be stainless steel NEMA 4X.
 5. Stainless steel panels shall be No. 4 milled, 316 stainless steel.
- B. Doors:
1. All control panels shall have a continuous piano hinge door for ease of access. A minimum of 80% of the panel interior shall be exposed by doors.
 2. NEMA 4X rated panel door openings shall be sealed and fully gasketed.
 3. The inside of each door shall be equipped with a print pocket. Provide individually laminated 11x17 sheets for all wiring diagrams.
 4. Two-door enclosures shall have a removable center post.
 5. Sealed panel doors shall be equipped with quick-release latches.
 6. NEMA 1 rated panel doors shall be equipped with a three-point latching mechanism.
 7. Where noted or shown on the drawings, doors shall be equipped with a fully gasketed glass window to allow viewing of internally mounted devices without opening the door.
- C. All components and terminals shall be accessible without removing other components except for covers.
- D. All conduit entry shall be from the bottom only.
- E. No components shall be mounted on the interior sides of any panel.
- F. All panels shall be provided with an isolated copper grounding bus to ground all signal shield connections.
- G. Control Panels containing PICS control system equipment shall each be equipped with an internal, hand-switch controlled, LED light and 120V, 15 amp, duplex utility receptacle.
- H. All panels shall be provided with laminated as built electrical wiring diagrams in each panel.
- I. Nameplates:
1. All front-face panel mounted controls and indicators shall be equipped with 10-year outdoor-rated adhesive laminated plastic nameplates to completely define their use. Provide Brady Type BBP31 or BBP33 as applicable or approved equal.
 2. All internal components shall be equipped with identification tags
 3. Each wire shall be uniquely identified and shall be labeled.
- J. Power Supplies.
1. Uninterruptible power supplies (UPS) shall be provided in all control panels as follows:
 - a. Size the supplies for all internal equipment plus an additional 20% spare capacity.

- b. Provide 15 minutes battery back-up capability at full load.
 - c. Provide Ethernet/IP IO communication card.
 - d. Provide relay option card for indication of “On UPS Power” and “Low Battery Level”.
 - e. For outdoor panels provide an UPS and battery rated for operation at up to 50 degrees C.
 - 1) Manufacturer: Allen Bradley
- K. Provide two diode-auctioneered DC power supplies for analog signal use.
 - 1. Provide individually fused DC power for field transmitters.
 - 2. Manufacturer: Allen Bradley
- L. Electrical:
 - 1. Main circuit breaker and branch circuit breaker for each branch circuit as required to distribute power from the main power feed.
 - 2. All breakers accessible when the panel door is open.
 - 3. No more than 20 devices on any single circuit.
 - 4. No more than 12 amps for any branch circuit.
 - 5. Panel (or site) lighting, receptacles, heaters, controls, telemetry and fans on separate branch circuits.
 - 6. Manufacturer: Allen Bradley
- M. Wiring:
 - 1. Power wiring shall be 300 volt, type MTW stranded copper, No. 10 AWG size, for 120V service.
 - 2. Discrete wiring shall be 300-volt type MTW stranded copper, sized for the current carried, but not smaller than No. 16 AWG.
 - 3. Analog signal wiring shall be 300 volt, stranded copper in twisted shield pairs, no smaller than No. 16 AWG.
 - 4. Panel wiring shall be routed within wire troughs or panduits.
 - 5. Hinge wiring shall be secured at each end with the bend portion protected by a plastic sleeve.
 - 6. Analog or dc wiring shall be separated from any ac power or control wiring by at least six inches.
 - 7. Terminal blocks shall be provided for all field wiring entering the panel. The greater of 4 or 15% spare terminal blocks shall be provided.
 - 8. No more than one wire per screw and yoke termination.
- N. Construction:
 - 1. Minimum metal thickness: 14-gauge.
 - 2. Stiffeners as required to prevent deflection under instrument loading and permit lifting without racking or distortion.
 - 3. When required, removable lifting rings and fill plugs to replace rings after installation.

- O. Miscellaneous Equipment:
1. All panels shall be protected from internal corrosion by the use of corrosion – inhibiting vapor capsules, Northern Instruments Model Zerust VC, Hoffman, model A-HCI, or equal.
 2. All sealed panels shall be equipped with combination drain/breathers, Crouse-Hinds model ECD18; or equal.
 3. When noted on drawings, panels shall be equipped with thermostatically controlled space heaters to maintain internal temperatures above dew point.
- P. All panels shall be manufactured items, Hoffman Engineering.

2.9 FRONT PANEL DEVICES

- A. Potentiometer. Units shall meet the following:
1. Three-terminal potentiometers with a total resistance of 1000 ohms and a power dissipation rating of 2 watts
 2. Oil-tight construction, rated NEMA 13
 3. Resolution of 1 percent, and linearity of plus or minus 5 percent.
 4. Panel mounting accommodating panel thickness between 1/16 to ¼ inch.
 5. Legend plates with marking as noted.
 6. Allen-Bradley, type 800T.
- B. Selector Switch. Units shall meet the following:
1. Heavy-duty, oil-tight, industrial type selector switches rated for NEMA 4 service.
 2. Contacts rated for 120-volt ac service at 10 amperes continuous.
 3. Number of positions and contact arrangements as required.
 4. Factory-engraved legend plate indicating position definition.
 5. Panel mounting accommodating panel thickness between 1/16 to ¼ inch.
 6. Black knob type operator.
 7. Allen-Bradley type 800T
- C. Pushbutton. Units shall meet the following:
1. Heavy-duty, oil-tight, industrial type push buttons rated for NEMA 4 service.
 2. Contacts rated for 120-volt ac service at 10 amperes continuous.
 3. Number of positions and contact arrangements as required.
 4. Factory-engraved legend plate indicating function.
 5. Panel mounting accommodating panel thickness between 1/16 to ¼ inch.
 6. Operator: Red extended head for STOP, green flush head for START, black flush head for other functions.
 7. Allen-Bradley type 800T.
- D. Indicating Light. Units shall meet the following:
1. Heavy-duty, oil-tight, push-to-test industrial type with integral transformer for 120V AC application.
 2. Rated for NEMA 4 service.

3. Screwed on flat-faced lenses in colors shown on the drawings.
4. Factory-engraved legend plates.
5. Allen-Bradley Type 800T.

2.10 INTERNAL PANEL COMPONENTS

- A. Control/Interposing Relays: All relays shall meet the following:
 1. Compact, general-purpose, plug-in type.
 2. Socket mounted.
 3. Contacts rated for not less than 10 amperes at 120V.
 4. Equipped with neon status lights and test buttons.
 5. Permanent, legible identification
 6. Manufacturer: Allen-Bradley.
- B. Time Delay Relay. Time delay relays shall meet the following:
 1. Available functions: On delay, Off delay, or one shot.
 2. Socket mounted.
 3. Knob adjustment.
 4. Contacts rated for not less than 10 amperes at 120V.
 5. Timing range as appropriate for the application.
 6. Manufacturer: Allen-Bradley.
- C. Terminal Blocks. Terminal blocks shall meet the following requirements:
 1. Terminals capable of accepting 10-26 AWG wire.
 2. DIN-rail mounting.
 3. Connectors shall be either copper or steel. Use of aluminum connectors shall not be permitted without prior approval of the Engineer
 4. Manufacturer: Allen-Bradley.

2.11 SPARES AND EXPENDABLES

- A. Provide the following spare parts:
 1. One spare d.c. power supply of each type provided.
 2. Five percent (rounded up) spare relays of each type provided.
 3. Five percent (rounded up) spare surge suppressors of each type provided
- B. Provide the following expendables:
 1. Two year supply of corrosion inhibitor capsules
 2. Ten percent (rounded up) spare fuses (minimum of 10) of each type and rating supplied.
 3. Ten percent (rounded up) spare indicator light bulbs (minimum of 10) of each type and color supplied.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Control Panels shall be installed at the locations indicated on the Contract Drawings.
- B. Control panels shall be provided to the mechanical subcontractor for installation.
- C. Verify the correct installation of all panels supplied under this Specification Section.

END OF SECTION

SECTION 13320

PROCESS INSTRUMENTATION AND CONTROL SYSTEM

HUMAN MACHINE INTERFACE HARDWARE

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Section defines requirements for that portion of a future plant-wide Process Instrumentation and Control System (PICS) Human Machine Interface (HMI) subsystem to be furnished hereunder.
- B. The Work specified herein shall be performed by the same SYSTEM SUPPLIER defined under Specification 13300.
- C. The HMI control system furnished hereunder shall be specifically designed for ultimate incorporation into a plant wide virtualized PlantPAX Distributed Control System. This HMI system shall be deployed as a virtualized process automation system server PASS as described in specification section 13327.
- D. The Work includes the following major elements:
 - 1. A PICS Server Network Rack (SNR) located as shown on the electrical drawings.
 - 2. A virtualized PlantPAX Distributed Control System data center housed in the PICS Server Network Rack.
 - 3. The NSR shall be sized to accommodate the full future expansion of the PICS as shown on the Contract Drawings.
- E. All network communications shall utilize Ethernet/IP protocol.

1.2 RELATED WORK

- A. Specification Section 13300 defines general requirements applicable to the Work defined herein.
- B. Specification Section 13325 defines requirements for the PLC through which the HMI interfaces with field equipment and instruments.
- C. Specification Section 13326 defines system programming requirements.
- D. Specification Section 13327 defines requirements applicable to the equipment to be installed, configured, and programmed hereunder as well as the control system strategy and approach.

1.3 SUBMITTALS

- A. Submit an HMI system shop drawing package that includes the following:

1. Virtualization: A detailed configuration, software and implementation plan.
2. Block Diagram: A detailed system block diagram showing all major components. Identify components by model number. Show interconnecting cables diagrammatically (by type and size).
3. Bill of Materials: A list of all components, including all software and grouped by type. The list shall indicate component model number and part number, component description, quantity supplied, and reference to component catalog information.
4. Descriptive Information: Catalog information, descriptive literature, performance specifications, internal wiring diagrams, power and grounding requirements, power consumption, and heat dissipation of all elements. Clearly mark all options and features proposed for this project.
5. Installation Details. Equipment installation drawings showing external dimensions, enclosure material and spacing, mounting connections, and installation requirements.
6. A list of, and descriptive literature for, spares, expendables, and test equipment.

PART 2 - PRODUCTS

2.1 HMI HARDWARE

- A. SCADA Virtual Server shall be implemented on Stratus ftServer 2910 (10 cores) :
 1. Stratus ftServer: Rack mounted fault-tolerant server with complete hardware redundancy (over 99.999%). The ftServer shall be used for virtualizing Rockwell software environments.
 2. VMware Essentials host with 64GB redundant memory, 1.8TB RAW internal storage and 4 logical ethernet connections. Includes Microsoft OEM licenses for up to 6 VMs and 5 devices connecting via RDS.
 3. Automated Uptime Layer for VMware vSphere 7-based Class C ftServer Systems.
 4. Three Microsoft Windows Server 2022 Standard Edition Media Kit (includes downgrade rights to 2019), provides base license for 16-cores (for P2910-1S, which has 10 cores). Provides 2 VMs.
 5. One logical Intel® Xeon® Silver 4210 Processor, 2.2 GHz, 10-core processor with 13.75 MB L2 cache.
 6. Microsoft® Windows Server® 2022 Client Access License (5 Device)
 7. Service Level Chosen: Extended Platform Support with Subscription (VMware) [EPSV3000S].
 8. Win 2022 Remote Desktop Services Device CAL, 5 CALs version
 9. OPC UA Server for VMware Rel. 7.0
 10. VMware vSphere Essentials Kit for 3 hosts (Max 2 processors per host)
 11. Four 32 GB DDR4 RDIMM. Eight 600GB 15K 12Gb SAS 2.5-inch HDD.
 12. Two ftServer Dual-Port Ethernet PCIe Adapter 10/100/1000Base-T (RJ-45 copper).
 13. ftServer 29xx Jumpstart System Installation ESX
 14. Four external USB 2.0 ports (2 per CRU)

15. On-board VGA port
 16. 2.0 meter jumper cord pair
 17. ftServer USB Keyboard/Mouse
 18. 3 Year Extended Platform Maintenance Support with OPC
 19. 3 Year VMware vSphere Essentials Annual Maintenance
 20. ftServer Power Cables 120 VAC/15A Plug Type NEMA 5-15 4.5 meter, Qty 2
- B. PICS Network Rack shall be a floor-mounted steel open rack meeting the following requirements:
1. 38U Cabinet with Packaging (RoHS Compliant)
 2. 38 U Cabinet Front Door Option (RoHS Compliant)
 3. Cable Management Rings Assembly Kit
 4. 1U filler panels
 5. Equipped with lock-in-place wheels.
 6. Minimum of six feet in height.
 7. RJ45 patch panel.
 8. Fiber Optic patch panel
 9. Redundant Uninterruptible Power Supply to power all rack-mounted equipment for a minimum of 30 minutes. With N-20R plug.
 10. Redundant Power distribution panel with N-20R receptacles.
 11. Provide surge protection and grounding on Ethernet signal lines.
 12. All network wiring connected to the Ethernet switch shall be permanently and clearly labeled to identify the specific equipment to which it is connected.
- C. KVM Switch. The KVM switch shall be a rack-mounted pull-out drawer with 17" monitor, keyboard and 8-port switch. Provide KVMS D117-S801 or approved greater.
- D. SNR Ethernet Switches. Refer to specification document 13327.
- E. PICS Operator Workstations. Refer to specification document 13327.
- F. PICS Engineering Workstation. Refer to specification document 13327.
- G. Laser Network Printer. Provide a color laser printer that meets the following requirements:
1. 50 ppm print speed (letter).
 2. 1200 x 1200 dpi resolution.
 3. Two (2) 500 sheet paper trays (letter and tabloid).
 4. Automatic Duplex Printing and Scanning.
 5. Lexmark CX75de, or approved greater.

2.2 APPLICATION SOFTWARE

- A. Application software shall be Rockwell Automation's Factory Talk, no equal. Refer to Specification Section 13327.

- B. PICS Servers. Servers shall host essential virtualized software components to run the system, along with the HMI servers, data server, and alarm server. Refer to Specification Section 13327.
- C. Operator Workstations. Operator Workstation Application Server (AppServ-OWS) shall use Microsoft Remote Desktop Services (RDS) to serve up to ten operator workstations as thin clients from a single server. Refer to Specification Section 13327.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install the HMI system at the locations shown on the Contract Drawings and per Specification Section 13327.

END OF SECTION

SECTION 13325

PROCESS INSTRUMENTATION AND CONTROL SYSTEM

PROGRAMMABLE LOGIC CONTROLLER SUBSYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Specification Section covers work related to the hardware for the Process and Instrument and Control System (PICS).
- B. The work specified herein shall be furnished by the same SYSTEM SUPPLIER furnishing services and equipment as defined in 13300.

1.2 RELATED WORK

- A. Related work specified elsewhere includes:
- B. Specification Section 13300 defines work associated with the overall PICS.
- C. Specification Section 13327 defines the control system methods and configuration associated with the overall PICS
- D. The PLCs will be mounted in control panels under Specification Section 13315.
- E. The PLCs will interface, via network links, with the Variable Frequency Drives defined in Specification Section 16370.

1.3 SUBMITTALS

- A. Provide the following submittals specific to the work defined herein:
- B. A PICS hardware shop drawing package that includes the following:
 - 1. Block Diagram: A detailed system block diagram showing all major components. Identify components by model number. Show interconnecting cables diagrammatically (by type and size).
 - 2. Bill of Materials: A list of all components, including all software. Group components by type and include component model number and part number, component description, quantity supplied, and reference to component catalog information.
 - 3. Descriptive Information: Catalog information, descriptive literature, performance specifications, internal wiring diagrams, power and grounding requirements, power consumption, and heat dissipation of all elements. Clearly mark all options and features proposed for this project.

4. Installation Details. Equipment installation drawings showing external dimensions, enclosure material and spacing, mounting connections, and installation requirements.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. All equipment, cabinets and devices furnished hereunder shall be heavy-duty type, designed for continuous industrial service. The system shall contain products of a single MANUFACTURER, insofar as possible, and shall consist of equipment models which are currently in production. All equipment provided shall be of modular construction and shall be capable of field expansion through the installation of plug-in circuit cards or additional cabinets.
- B. The equipment furnished shall be designed to operate satisfactorily between 0 degrees C and 60 degrees C at up to 95 percent Relative Humidity (non-condensing).
- C. All equipment furnished shall be designed and constructed so that in the event of power interruption, or temperatures outside the operational range, the equipment specified hereunder shall go through an orderly shutdown with no loss of memory and resume normal operation without manual resetting when power is restored.

2.2 PROGRAMMABLE LOGIC CONTROLLER

- A. All PLC equipment shall be based on the use of Allen Bradley's ControlLogix series. No other PLC series will be considered. Modules shall be selected from the following list:
 1. Redundant Controllogix PLC configuration shall be used.
 2. Redundant Power Supply Assembly. Module shall meet the following requirements:
 - a. Power requirement: 85-265 VAC.
 - b. Provide Allen Bradley 1756-PAR2 as necessary based on load requirements.
 3. Communication Modules:
 - a. Redundancy Module. Refer to specification section 13327.
 - b. Allen Bradley 1756-EN4TR for CIP security Linear, Star, DLR PRP network connectivity.
 - c. Modbus TCP/IP interface. EtherNet/IP to Modbus TCP Linking Device. Provide Anybus or approved equal
 4. Remote Input/Output (RIO) shall be based on the use of Allen Bradley's 5094 Flex5000 I/O series:
 - a. All RIO modules shall be DIN-rail mounted and comprise a communications adapter and one or more terminal bases each equipped with an I/O module. All components shall be rated for

operation between 0 to 55 degrees C. Components shall be selected from the following list:

- b. Ethernet/IP Communications Adapter. Adapter shall meet the following requirements:
 - i. Supports up to 16 FLEX 5000 I/O modules.
 - ii. Ethernet communication that supports linear, star or DLR network topologies
 - iii. Removal and Insertion Under Power (RIUP)
 - c. Input/Output Modules. Furnish input/output modules sufficient to accommodate the inputs/outputs plus an additional 15% spares of each type. The spares shall be supplied fully wired such that it is only necessary to add field wiring and update the PLC database in order to activate them.
 - i. Discrete Input Module. Module shall meet the following requirements:
 - a. Sixteen 120 VAC digital inputs
 - b. Sixteen individually isolated inputs.
 - c. Provide Allen Bradley 5094-IA16.
 - ii. Discrete Output Module. Module shall meet the following requirements:
 - a. Eight isolated relay outputs.
 - b. Provide Allen Bradley 5094-OW16.
 - iii. Analog Input Module. Module shall meet the following requirements:
 - a. Eight Isolated HART 4-20 mA inputs.
 - b. Provide Allen Bradley 5094-IF8IH.
 - iv. Analog Output Module. Module shall meet the following requirements:
 - a. Eight Isolated HART 4-20 mA outputs.
 - b. Provide Allen Bradley 5094-OF8IH.
5. Programming Software: The latest revision of the PLC programming software (Studio 5000) shall be installed as of substantial completion. The programming software shall support off-line and on-line development and include a simulator that allows the program to run off-line for debugging purposes. Refer to specification document 13327.

B. Other Control System Equipment:

- a. Managed Mixed Media Ethernet Switch. Refer to specification document 13327.
- b. Remote Operator Workstation. Refer to specification document 13327.
- c. Fiber Patch Panel housing with sufficient LC compatible adaptor panels and connectors.
- d. SFP transceiver for each SFP port in each network device with SFP port. Single Mode fiber optic with LC connectors. 1783-SFPxxxx series or approved equal.

2.3 SPARES AND EXPENDABLES

- A. Provide the following PLC and FLEXIO spares:
 - 1. One (1) of each type of CPU module.
 - 2. One (1) of each type of I/O module.
 - 3. One (1) of each type of communication or adaptor module
 - 4. One (1) of each type of power supply module
 - 5. One of each PLC module including CPU.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Review and, if necessary, revise or expand the I/O list provided herein to add the PLC addresses and verify completeness of the listings.

3.2 TRAINING

- A. Hardware Maintenance: Provide a minimum of one day of hardware training for up to three of the OWNER's personnel in the maintenance of the PLC hardware which shall include:
 - 1. Training in standard hardware maintenance for the equipment provided.
 - 2. Specific training for the actual hardware configuration to provide a detailed understanding of how the equipment and components are arranged, connected, and set up.
 - 3. Test, adjustment, and calibration procedures.
 - 4. Troubleshooting and diagnosis.
 - 5. Component removal and replacement.
 - 6. Periodic maintenance.
- B. Software Maintenance: Refer to training requirements in specification section 13327.

3.3 SYSTEM INPUTS/OUTPUTS (I/O)

- A. Table 13325-1 lists the modification actions to existing PCP hard-wired I/O signals for RTU-8. Refer to specification section 13315 for more details.

Table 13325-1: PCP (RTU-8) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
		Module A - DCM001	
RAS Train 1 Pmp 1 STOP CALL Alarm	(DO)	8A1	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 2 STOP CALL	(DO)	8A2	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 3 STOP CALL	(DO)	8A3	Remove (Replaced with Ethernet IO)
Common Alarm OFF ALARM ALARM=ALARM	(DO)	8A4	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 1 STOPPED RUNNING	(DI)	8A5	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 2 STOPPED RUNNING	(DI)	8A6	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 3 STOPPED RUNNING	(DI)	8A7	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 1 NORMAL FAULT ALARM=FAULT	(DI)	8A8	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 2 NORMAL FAULT ALARM=FAULT	(DI)	8A9	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 3 NORMAL FAULT ALARM=FAULT	(DI)	8A10	Remove (Replaced with Ethernet IO)
Common Alarm Ack OFF ACK	(DI)	8A11	Remove (Replaced with Ethernet IO)
Alarm Delay OFF ON	(DI)	8A12	Remove (Replaced with Ethernet IO)
		Module B - DCM002	
RAS Train 2 Pmp 1 STOP CALL	(DO)	8B1	Remove (Replaced with Ethernet IO)
RAS Train 2 Pmp 2 STOP CALL	(DO)	8B2	Remove (Replaced with Ethernet IO)
RAS Train 2 Pmp 3 STOP CALL	(DO)	8B3	Remove (Replaced with Ethernet IO)
RAS Train 2 Pmp 1 STOPPED RUNNING	(DI)	8B5	Remove (Replaced with Ethernet IO)
RAS Train 2 Pmp 2 STOPPED RUNNING	(DI)	8B6	Remove (Replaced with Ethernet IO)

Table 13325-1: PCP (RTU-8) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
RAS Train 2 Pmp 3 STOPPED RUNNING	(DI)	8B7	Remove (Replaced with Ethernet IO)
RAS Train 2 Pmp 1 NORMAL FAULT ALARM=FAULT	(DI)	8B8	Remove (Replaced with Ethernet IO)
RAS Train 2 Pmp 2 NORMAL FAULT ALARM=FAULT	(DI)	8B9	Remove (Replaced with Ethernet IO)
RAS Train 2 Pmp 3 NORMAL FAULT ALARM=FAULT	(DI)	8B10	Remove (Replaced with Ethernet IO)
		Module C - DCM002	
Influent Pump 1 STOP CALL	(DO)	8C1	Remove (Replaced with Ethernet IO)
Influent Pump 2 STOP CALL	(DO)	8C2	Remove (Replaced with Ethernet IO)
Influent Pump 3 STOP CALL	(DO)	8C3	Remove (Replaced with Ethernet IO)
Influent Pump 1 Run STOPPED RUNNING	(DI)	8C5	Remove (Replaced with Ethernet IO)
Influent Pump 2 Run STOP RUNNING	(DI)	8C6	Remove (Replaced with Ethernet IO)
Influent Pump 3 run STOPPED RUNNING	(DI)	8C7	Remove (Replaced with Ethernet IO)
Influent Pump 1 NORMAL FAULT ALARM=FAULT	(DI)	8C8	Remove (Replaced with Ethernet IO)
Influent Pump 2 NORMAL FAULT ALARM=FAULT	(DI)	8C9	Remove (Replaced with Ethernet IO)
Influent Pump 3 NORMAL FAULT ALARM=FAULT	(DI)	8C10	Remove (Replaced with Ethernet IO)
Primary/Floats Primary Floats	(DI)	8C11	Relocate to RCP-1
		Module D - DMM002	
RAS Train 1 Pmp 1 LOCAL AVAIL	(DI)	8D1	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 2 LOCAL AVAIL	(DI)	8D2	Remove (Replaced with Ethernet IO)
RAS Train 1 Pmp 3 LOCAL AVAIL	(DI)	8D3	Remove (Replaced with Ethernet IO)

Table 13325-1: PCP (RTU-8) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
RAS Train 2 Pmp 1 LOCAL AVAIL	(DI)	8D4	Remove (Replaced with Ethernet IO)
RAS Train 2 Pmp 2 LOCAL AVAIL	(DI)	8D5	Remove (Replaced with Ethernet IO)
RAS Train 2 Pmp 3 LOCAL AVAIL	(DI)	8D6	Remove (Replaced with Ethernet IO)
Influent Pmp 1 Avail LOCAL AVAIL	(DI)	8D7	Remove (Replaced with Ethernet IO)
Influent Pmp 2 Avail LOCAL AVAIL	(DI)	8D8	Remove (Replaced with Ethernet IO)
Influent Pmp 3 Avail LOCAL AVAIL	(DI)	8D9	Remove (Replaced with Ethernet IO)
Low Influent NORMAL LOW ALARM=LOW	(DI)	8D10	Remove (Replaced with Ethernet IO)
High Influent NORMAL HIGH ALARM=HIGH	(DI)	8D11	Remove (Replaced with Ethernet IO)
Influent Lead Select OFF Select	(DP)	8D12	Remove (Replaced with Ethernet IO)
		Module E - ACM001	
RAS Train 1 LO=0/820 HI=100/4095 0.01	(AO)	8E1	Remove (Replaced with Ethernet IO)
RAS Train 2 LO=0/820 HI=100/4095 0.01	(AO)	8E2	Remove (Replaced with Ethernet IO)
Influent Speed LO=0/820 HI=100/4095 0.01	(AO)	8E3	Remove (Replaced with Ethernet IO)
		Module F - AMM002	
Spare LO=0/820 HI=2,500/4095 1 GPM	(AI)	8F1	
Spare LO=0/820 HI=2,500/4095 1 GPM	(AI)	8F2	
RAS North Train LO=0/830 HI=2,000/4095 1 GPM	(AI)	8F3	Remove (Replaced with Ethernet IO)
RAS South Train LO=0/820 HI=2,000/4095 1 GPM	(AI)	8F4	Remove (Replaced with Ethernet IO)

Table 13325-1: PCP (RTU-8) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
		Module G - AMM002	
EMLS Wetwell Level LO=1/820 HI=17.5/4095 0.1 FT	(AI)	8G1	Relocate to RCP-1
Influent Flow LO=0/819 HI=25/4095 0.01 Kgal KEY=TFLOW	(AI)	8G2	Relocate to RCP-1
RAS Trn1 Pmp1 Fb LO=0/820 HI=100/4095 0.01	(AI)	8G3	Remove (Replaced with Ethernet IO)
RAS Trn1 Pmp2 Fb LO=0/0 HI=100/4095 0.01	(AI)	8G4	Remove (Replaced with Ethernet IO)
		Module H - AMM002	
RAS Trn1 Pmp3 Fb LO=0/819 HI=100/4095 0.01	(AI)	8H1	Remove (Replaced with Ethernet IO)
RAS Trn2 Pmp1 Fb LO=0/0 HI=100/4095 0.01	(AI)	8H2	Remove (Replaced with Ethernet IO)
RAS Trn2 Pmp2 Fb LO=0/0 HI=100/4095 0.01	(AI)	8H3	Remove (Replaced with Ethernet IO)
RAS Trn2 Pmp3 Fb LO=0/0 HI=100/4095 0.01	(AI)	8H4	Remove (Replaced with Ethernet IO)
		Module I - DCM001	
INFLNT P1 MAN S S STOP START	(DO)	8I1	Remove (Replaced with Ethernet IO)
INFLT P2 MAN S S STOP START	(DO)	8I2	Remove (Replaced with Ethernet IO)
ALT INDEX OFF INDEX	(DO)	8I3	Remove (Replaced with Ethernet IO)
INFLT P3 MAN S S STOP START	(DO)	8I4	Remove (Replaced with Ethernet IO)
ALT ENBL DISABL ENABLED DISABLED	(DO)	8I5	Remove (Replaced with Ethernet IO)
INFLT P1 AUTO MAN MAN AUTO	(DO)	8I6	Remove (Replaced with Ethernet IO)

Table 13325-1: PCP (RTU-8) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
INFLT P2 AUTO MAN MAN AUTO	(DO)	8I7	Remove (Replaced with Ethernet IO)
INFLT P3 AUTO MAN MANUAL AUTO	(DO)	8I8	Remove (Replaced with Ethernet IO)
		Module J - ACM001	
INFLT P1 MAN SPD LO=0/819 HI=100/4095 0.01	(AO)	8J1	Remove (Replaced with Ethernet IO)
INFLT P2 MAN SPD LO=0/819 HI=100/4095 0.01	(AO)	8J2	Remove (Replaced with Ethernet IO)
INFLT P3 MAN SPD LO=0/819 HI=100/4095 0.01	(AO)	8J3	Remove (Replaced with Ethernet IO)
LEAD ON LEVEL LO=1.1/819 HI=17.5/4095 0.1 FT	(AO)	8J4	Remove (Replaced with Ethernet IO)
		Module K - ACM001	
LEAD OFF LEVEL LO=1.1/820 HI=17.5/4095 0.1 FT	(AO)	8K1	Remove (Replaced with Ethernet IO)
LAG ON LEVEL LO=1.1/820 HI=17.5/4095 0.1 FT	(AO)	8K2	Remove (Replaced with Ethernet IO)
LAG OFF LEVEL LO=1.1/820 HI=17.5/4095 0.1 FT	(AO)	8K3	Remove (Replaced with Ethernet IO)
LAG OFF SPEED LO=0/820 HI=100/4095 0.01	(AO)	8K4	Remove (Replaced with Ethernet IO)
		Module L - ACM001	
MIN LVL SP LO=1.1/820 HI=17.5/4095 0.1 FT	(AO)	8L1	Remove (Replaced with Ethernet IO)
MAX 1 LVL SP LO=1.1/820 HI=17.5/4095 0.1 FT	(AO)	8L2	Remove (Replaced with Ethernet IO)
MAX 2 LVL SP LO=1.1/820 HI=17.5/4095 0.5 FT	(AO)	8L3	Remove (Replaced with Ethernet IO)

Table 13325-1: PCP (RTU-8) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
INFLT PMP MIN SPD LO=0/820 HI=100/4095 0.01	(AO)	8L4	Remove (Replaced with Ethernet IO)
		Module M - ACM001	
INFLT PMP MAX SPD LO=0/820 HI=100/4095 0.01	(AO)	8M1	Remove (Replaced with Ethernet IO)
LAG 2 OFF LEVEL LO=1.1/820 HI=17.5/4095 0.1 FT	(AO)	8M2	Remove (Replaced with Ethernet IO)
LAG 2 ON LVL LO=1.1/820 HI=17.5/4095 0.1 FT	(AO)	8M3	Remove (Replaced with Ethernet IO)
LAG 2 OFF SPD LO=0/820 HI=100/4095 0.01	(AO)	8M4	Remove (Replaced with Ethernet IO)
		Module N - ACM001	
ALT LD POS LO=0/0 HI=4,095/4095 1	(AO)	8N1	Remove (Replaced with Ethernet IO)
ALT LAG POS LO=0/0 HI=4,095/4095 1	(AO)	8N2	Remove (Replaced with Ethernet IO)
ALT LAG 2 POS LO=0/0 HI=4,095/4095 1	(AO)	8N3	Remove (Replaced with Ethernet IO)
MANUAL SPEED LO=0/819 HI=100/4095 0.01	(AO)	8N4	Remove (Replaced with Ethernet IO)
		Module O - DCM001	
PUMP 1 NO RESP FLT NORMAL FAULT	(DO)	8O1	Remove (Replaced with Ethernet IO)
PUMP 2 NO RESP FLT NORMAL FAULT	(DO)	8O2	Remove (Replaced with Ethernet IO)
PUMP 3 NO RESP FLT NORMAL FAULT	(DO)	8O3	Remove (Replaced with Ethernet IO)
		Module R - RIM006	

Table 13325-1: PCP (RTU-8) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
DC BIAS ALARM NORMAL	(DI)	8R11	Remove (Replaced with Ethernet IO)
AC POWER ALARM NORMAL	(DI)	8R12	Remove (Replaced with Ethernet IO)

- B. Table 13325-2 lists the modification actions to existing PCP hard-wired I/O signals for RTU-10.

Table 13325-2: PCP (RTU-10) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
		Module A - DCM001	
IR Train 1 Call STOP CALL	(DO)	10A1	Remove (Replaced with Ethernet IO)
IR Train 2 Call STOP CALL	(DO)	10A2	Remove (Replaced with Ethernet IO)
IR Train 1 1-2 STOP CALL	(DO)	10A5	Remove (Replaced with Ethernet IO)
IR Train 1 2-3 STOP CALL	(DO)	10A6	Remove (Replaced with Ethernet IO)
IR Train 2 1-2 STOP CALL	(DO)	10A7	Remove (Replaced with Ethernet IO)
IR Train 2 2-3 Stop Call	(DO)	10A8	Remove (Replaced with Ethernet IO)
IR Train 1 PMP 1 STOPPED RUNNING	(DI)	10A9	Remove (Replaced with Ethernet IO)
IR Train 1 PMP2 STOPPED RUNNING	(DI)	10A10	Remove (Replaced with Ethernet IO)
IR Train 1 PMP3 STOPPED RUNNING	(DI)	10A11	Remove (Replaced with Ethernet IO)
IR Train 2 PMP1 STOPPED RUNNING	(DI)	10A12	Remove (Replaced with Ethernet IO)
		Module B - DCM001	

Table 13325-2: PCP (RTU-10) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
GENERATOR START STOP START	(DO)	10B4	Remain
PRE-ALARM NORMAL ALARM ALARM=ALARM	(DO)	10B5	Remain
GEN COMMON FAULT NORMAL ALARM ALARM=ALARM	(DO)	10B6	Remain
LOW FUEL OK LOW ALARM=LOW	(DO)	10B7	Remain
GENERATOR STATUS STOPPED RUNNING	(DI)	10B8	Remain
FUEL LEAK NORMAL ALARM ALARM=ALARM	(DI)	10B9	Remain
		Module C - DMM002	
IR Train 2 PMP 2 STOPPED RUNNING	(DI)	10C1	Remove (Replaced with Ethernet IO)
IR Train 2 PMP 3 STOPPED RUNNING	(DI)	10C2	Remove (Replaced with Ethernet IO)
IR Train 1 FAIL NORM FAULT ALARM=FAULT	(DI)	10C3	Remove (Replaced with Ethernet IO)
IR Train 1 Pre Alarm NORM FAULT ALARM=FAULT	(DI)	10C4	Remove (Replaced with Ethernet IO)
IR Train 2 Pre Alarm NORM FAULT ALARM=FAULT	(DI)	10C5	Remove (Replaced with Ethernet IO)
IR Train 2 FAIL NORM FAULT ALARM=FAULT	(DI)	10C6	Remove (Replaced with Ethernet IO)
IR Train 2 Valve NORM FAULT ALARM=FAULT	(DI)	10C7	Remove (Replaced with Ethernet IO)
IR Train 2 Valve NORM FAULT ALARM=FAULT	(DI)	10C8	Remove (Replaced with Ethernet IO)
Mixer Train 2 PMP 2 NORM FAULT	(DI)	10C9	Remove (Replaced with Ethernet IO)
		Module D - DMM002	

Table 13325-2: PCP (RTU-10) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
WAS Train 1 PMP 1 LOCAL AVAIL	(DI)	10D1	Remain
WAS Train 1 PMP 2 LOCAL AVAIL	(DI)	10D2	Remain
WAS Train 2 PMP 1 LOCAL AVAIL	(DI)	10D3	Remain
WAS Train 2 Pmp 2 LOCAL AVAIL	(DI)	10D4	Remain
Odor Control Fan STOPPED RUNNING	(DI)	10D5	Relocate to RCP-1
IR Train 1 LOCAL AVAIL	(DI)	10D7	Remove (Replaced with Ethernet IO)
IR Train 2 LOCAL AVAIL	(DI)	10D8	Remove (Replaced with Ethernet IO)
Clarifier 1 Train 1 STOPPED RUNNING	(DI)	10D9	Relocate to RCP-1
Clarifier 1 Train 2 STOPPED RUNNING	(DI)	10D10	Relocate to RCP-1
Barscreen 1 STOPPED RUNNING	(DI)	10D11	Relocate to RCP-1
Barscreen 2 STOPPED RUNNING	(DI)	10D12	Relocate to RCP-1
		Module E - DMM002	
Mixer Train 1 PMP 1 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E2	Relocate to RCP-1
Mixer Train 1 PMP 2 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E3	Relocate to RCP-1
Mixer Train 1 PMP 3 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E4	Relocate to RCP-1
Mixer Train 1 PMP 4 STOPPED RUNNING	(DI)	1E5	Relocate to RCP-1

Table 13325-2: PCP (RTU-10) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
ALARM=STOPPED, DELAY=120			
Mixer Train 1 PMP 5 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E6	Relocate to RCP-1
Mixer Train 1 PMP 6 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E7	Relocate to RCP-1
Mixer Train 2 PMP 1 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E8	Relocate to RCP-1
Mixer Train 2 PMP 2 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E9	Relocate to RCP-1
Mixer Train 2 PMP 3 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E10	Relocate to RCP-1
Mixer Train 2 PMP 4 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E11	Relocate to RCP-1
Mixer Train 2 PMP 5 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E12	Relocate to RCP-1
Mixer Train 2 PMP 6 STOPPED RUNNING ALARM=STOPPED, DELAY=120	(DI)	1E13	Relocate to RCP-1
		Module F - DMM002	
Mixer Train 1 PMP 1 NORM FAULT	(DI)	10F1	Relocate to RCP-1
Mixer Train 1 PMP 2 NORM FAULT	(DI)	10F2	Relocate to RCP-1

Table 13325-2: PCP (RTU-10) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
Mixer Train 1 PMP 3 NORM FAULT	(DI)	10F3	Relocate to RCP-1
Mixer Train 1 PMP 4 NORM FAULT	(DI)	10F4	Relocate to RCP-1
Mixer Train 1 PMP 5 NORM FAULT	(DI)	10F5	Relocate to RCP-1
Mixer Train 1 PMP 6 NORM FAULT	(DI)	10F6	Relocate to RCP-1
Mixer Train 2 PMP 1 NORM FAULT	(DI)	10F7	Relocate to RCP-1
Mixer Train 2 PMP 3 NORM FAULT	(DI)	10F9	Relocate to RCP-1
Mixer Train 2 PMP 4 NORM FAULT	(DI)	10F10	Relocate to RCP-1
Mixer Train 2 PMP 5 NORM FAULT	(DI)	10F11	Relocate to RCP-1
Mixer Train 2 PMP 6 NORM FAULT	(DI)	10F12	Relocate to RCP-1
		Module G - ACM001	
IR Train 1 Speed LO=0/820 HI=100/4095 0.01	(AO)	10G1	Remove (Replaced with Ethernet IO)
IR Train 2 Speed LO=0/820 HI=100/4095 0.01	(AO)	10G10	Remove (Replaced with Ethernet IO)
		Module H - AMM002	
IR Train 1 Feedback LO=0/0 HI=100/4095 0.01	(AI)	10H1	Remove (Replaced with Ethernet IO)
IR Train 2 Feedback LO=0/0 HI=100/4095 0.01	(AI)	10H2	Remove (Replaced with Ethernet IO)
IR Train 1 Flow LO=0/820 HI=10,000/4095 1 GPM	(AI)	10H3	Relocate to RCP-1
IR Train 2 Flow LO=0/820 HI=10,000/4095 1 GPM	(AI)	10H4	Relocate to RCP-1
		Module I - AMM002	

Table 13325-2: PCP (RTU-10) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
WAS Train 1 Flow LO=0/830 HI=1,000/4095 1 GPM KEY=TFLOW	(AI)	10I1	Remain
WAS Train 2 Flow LO=0/830 HI=1,000/4095 1 GPM KEY=TFLOW	(AI)	10I2	Remain
Effluent Flow LO=0/820 HI=3,500/4095 4.5 GPM	(AI)	10I3	Remain
		Module J - DCM001	
		Module K - ACM001	
Influent Flow LO=0/820 HI=24/4095 0.01 MGD AUTO=8G2	(AO)	10K1	Remove
IR TRAIN 1 STPT LO=1/1 HI=200/4095 0.01	(AO)	10K3	Remove (Replaced with Ethernet IO)
IR TRAIN 2 STPT LO=1/1 HI=200/4095 0.01	(AO)	10K4	Remove (Replaced with Ethernet IO)
		Module L - DCM002	
Train 2 Auto/Man AUTO MANUAL	(DO)	10L1	Remove (Replaced with Ethernet IO)
Common Alarm OFF ACTIVE	(DI)	10L5	Remove (Replaced with Ethernet IO)
IR Trn 1 PMP 1 SEL NOTSEL SEL	(DI)	10L6	Remove (Replaced with Ethernet IO)
IR Trn 1 PMP 2 SEL NOTSEL SEL	(DI)	10L7	Remove (Replaced with Ethernet IO)
IR Trn 1 PMP 3 SEL NOTSEL SEL	(DI)	10L8	Remove (Replaced with Ethernet IO)
IR Trn 2 PMP 1 SEL NOTSEL SEL	(DI)	10L9	Remove (Replaced with Ethernet IO)
IR Trn 2 PMP 2 SEL NOTSEL SEL	(DI)	10L10	Remove (Replaced with Ethernet IO)

Table 13325-2: PCP (RTU-10) Hard-Wired I/O List Modification			
Description	IO Type	Module / IO	Action
IR Trn 2 PMP 3 SEL NOTSEL SEL	(DI)	10L11	Remove (Replaced with Ethernet IO)
		Module M - ACM001	
VFD Min Spd LO=0/820 HI=100/4095 1 RPM	(AO)	10M1	Remain
VFD Max Spd LO=0/820 HI=100/4095 1 RPM	(AO)	10M2	Remain
Deadband LO=0/820 HI=20/4095 0.1 FT	(AO)	10M3	Remain
Effluent Flow LO=659/820 HI=5,903/4095 0.1 MGD AUTO=1E2	(AO)	10M4	Remain
		Module N - DCM001	
Trn 1 Hand H [H]	(DO)	10N1	Remove (Replaced with Ethernet IO)
TRN 1 Auto A [A]	(DO)	10N2	Remove (Replaced with Ethernet IO)
TRN 2 Hand H [H]	(DO)	10N3	Remove (Replaced with Ethernet IO)
TRN 2 Auto A [A]	(DO)	10N4	Remove (Replaced with Ethernet IO)
VFD Remote Manual AUT MAN	(DO)	10N5	Remove (Replaced with Ethernet IO)
PLC Reset NORM RESET	(DO)	10N6	Remove (Replaced with Ethernet IO)
IR Lead Train Sel 1 2	(DO)	10N7	Remove (Replaced with Ethernet IO)
MAN/AUTO MANUAL AUTO	(DO)	10N8	Remove (Replaced with Ethernet IO)
Trn 1 Off O [O]	(DI)	10N9	Remove (Replaced with Ethernet IO)
Trn 2 Off O [O]	(DI)	10N10	Remove (Replaced with Ethernet IO)

C. Table 13325-3 lists the hard-wired I/O for RCP-1 RIO-1.

Table 13325-3: RIO-1 Hard-Wired I/O List			
Description	Type	Range	Units
		Off Status	On Status
EMLS Wet Well Level 1 (Relocated from PCP RTU-8)	AI	0-25	FEET
EMLS Wet Well Level 2 (New)	AI	0-25	FEET
Influent Flow 1 (Relocated from PCP RTU-8)	AI	0-25,000	GPM
EMLS Wet Well Discharge Flow (relocated from PCP RTU-10)	AI	0-25,000	GPM
RAS North Train Flow (Relocated from PCP RTU-10)	AI	0-2,000	GPM
RAS South Train Flow (Relocated from PCP RTU-10)	AI	0-2,000	GPM
IR North Train Flow (Relocated from PCP RTU-10)	AI	0-10,000	GPM
IR South Train Flow (Relocated from PCP RTU-10)	AI	0-10,000	GPM
Primary Floats Level Status (Relocated from PCP RTU-8)	DI	Normal	Low
Primary Floats Level Status (Relocated from PCP RTU-8)	DI	Normal	High
On UPS Power (New)	DI	Normal	On UPS
UPS Fault Status (New)	DI	Normal	Failure
UPS Low UPS (New)	DI	Normal	Low
RCP Intrusion Switch (New)	DI	Normal	Alarm
TRAIN 1 Mixer 1 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 1 Mixer 1 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 1 Mixer 2 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 1 Mixer 2 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 1 Mixer 3 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 1 Mixer 3 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running

Table 13325-3: RIO-1 Hard-Wired I/O List			
Description	Type	Range	Units
		Off Status	On Status
TRAIN 1 Mixer 4 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 1 Mixer 4 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 1 Mixer 5 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 1 Mixer 5 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 1 Mixer 6 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 1 Mixer 6 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 2 Mixer 1 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 2 Mixer 1 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 2 Mixer 2 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 2 Mixer 2 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 2 Mixer 3 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 2 Mixer 3 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 2 Mixer 4 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 2 Mixer 4 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 2 Mixer 5 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 2 Mixer 5 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
TRAIN 2 Mixer 6 Fail (Relocated from PCP RTU-10)	DI	Normal	Failure
TRAIN 2 Mixer 6 Running Status (Relocated from PCP RTU-10)	DI	Stopped	Running
Influent Pumps in Backup Mode (New)	DI	Stopped	Running
Influent Pumps Backup Mode PLC Reset (New)	DO	Not Reset	Reset
Influent Pumps Backup Trouble (New)	DI	Normal	Failure
Odor Control Fan (Relocated from PCP RTU-10)	DI	Stopped	Running

Table 13325-3: RIO-1 Hard-Wired I/O List			
Description	Type	Range	Units
		Off Status	On Status
Clarifier Train 1(Relocated from PCP RTU-10)	DI	Stopped	Running
Clarifier Train 2 (Relocated from PCP RTU-10)	DI	Stopped	Running
Barscreen 1 (Relocated from PCP RTU-10)	DI	Stopped	Running
Barscreen 2 (Relocated from PCP RTU-10)	DI	Stopped	Running

D. Table 13325-4 lists the signals to be connected to PLC-1A and PLC-1B (REDUNDANT) via Ethernet.

Table 13325-4: PLC-1A / 1B (REDUNDANT) Ethernet I/O List			
Description	Type	Range	Units
		Off Status	On Status
PCP-1A On UPS Power	DI	Normal	On UPS
PCP-1A UPS Fault Status	DI	Normal	Failure
PCP-1A UPS Low UPS	DI	Normal	Low
PCP-1B On UPS Power	DI	Normal	On UPS
PCP-1B UPS Fault Status	DI	Normal	Failure
PCP-1B UPS Low UPS	DI	Normal	Low
Influent Pump 1 Control	DO	Stop	Start
Influent Pump 1 Mode	DI	Not in Auto	In Auto
Influent Pump 1 Mode	DI	Not in Hand	In Hand
Influent Pump 1 Motor VFD	DI	Normal	Failure
Influent Pump 1 Motor Over Temperature	DI	Normal	Failure
Influent Pump 1 Motor Seal Fail	DI	Normal	Failure
Influent Pump 1 Flow Detected	DI	No Flow	Flow
Influent Pump 1 Running Status	DI	Stopped	Running
Influent Pump 1 Speed	AI	0-100	%
Influent Pump 1 Speed Control	AO	0-100	%
Influent Pump 1 Soft Starter In Bypass	DI	Not In Bypass	In Bypass
Influent Pump 1 Soft Starter Running	DI	Stopped	Running
Influent Pump 1 Soft Starter Fail	DI	Normal	Failure
Influent Pump 1 Control	DO	Stop	Start

Table 13325-4: PLC-1A / 1B (REDUNDANT) Ethernet I/O List			
Description	Type	Range	Units
		Off Status	On Status
Influent Pump 1 Voltage	AI	0-500	Volts
Influent Pump 1 Current	AI	0-100	Amps
Influent Pump 1 Power Factor	AI	0-100	%
Influent Pump 1 Under Voltage	DI	Normal	Failure
Influent Pump 1 Over Voltage	DI	Normal	Failure
Influent Pump 1 Phase Loss	DI	Normal	Failure
Influent Pump 2 Control	DO	Stop	Start
Influent Pump 2 Mode	DI	Not in Auto	In Auto
Influent Pump 2 Mode	DI	Not in Hand	In Hand
Influent Pump 2 Motor VFD	DI	Normal	Failure
Influent Pump 2 Motor Over Temperature	DI	Normal	Failure
Influent Pump 2 Motor Seal Fail	DI	Normal	Failure
Influent Pump 2 Flow Detected	DI	No Flow	Flow
Influent Pump 2 Running Status	DI	Stopped	Running
Influent Pump 2 Speed	AI	0-100	%
Influent Pump 2 Speed Control	AO	0-100	%
Influent Pump 2 Soft Starter In Bypass	DI	Not In Bypass	In Bypass
Influent Pump 2 Soft Starter Running	DI	Stopped	Running
Influent Pump 2 Soft Starter Fail	DI	Normal	Failure
Influent Pump 2 Control	DO	Stop	Start
Influent Pump 2 Voltage	AI	0-500	Volts
Influent Pump 2 Current	AI	0-100	Amps
Influent Pump 2 Power Factor	AI	0-100	%
Influent Pump 2 Under Voltage	DI	Normal	Failure
Influent Pump 2 Over Voltage	DI	Normal	Failure
Influent Pump 2 Phase Loss	DI	Normal	Failure
Influent Pump 3 Control	DO	Stop	Start
Influent Pump 3 Mode	DI	Not in Auto	In Auto
Influent Pump 3 Mode	DI	Not in Hand	In Hand
Influent Pump 3 Motor VFD	DI	Normal	Failure
Influent Pump 3 Motor Over Temperature	DI	Normal	Failure
Influent Pump 3 Motor Seal Fail	DI	Normal	Failure
Influent Pump 3 Flow Detected	DI	No Flow	Flow
Influent Pump 3 Running Status	DI	Stopped	Running
Influent Pump 3 Speed	AI	0-100	%
Influent Pump 3 Speed Control	AO	0-100	%
Influent Pump 3 Soft Starter In Bypass	DI	Not In Bypass	In Bypass
Influent Pump 3 Soft Starter Running	DI	Stopped	Running

Table 13325-4: PLC-1A / 1B (REDUNDANT) Ethernet I/O List			
Description	Type	Range	Units
		Off Status	On Status
Influent Pump 3 Soft Starter Fail	DI	Normal	Failure
Influent Pump 3 Voltage	AI	0-500	Volts
Influent Pump 3 Current	AI	0-100	Amps
Influent Pump 3 Power Factor	AI	0-100	%
Influent Pump 3 Under Voltage	DI	Normal	Failure
Influent Pump 3 Over Voltage	DI	Normal	Failure
Influent Pump 3 Phase Loss	DI	Normal	Failure
TRAIN 1 IR Pump 1 Control	DO	Stop	Start
TRAIN 1 IR Pump 1 Mode	DI	Not in Auto	In Auto
TRAIN 1 IR Pump 1 Mode	DI	Not in Hand	In Hand
TRAIN 1 IR Pump 1 Motor VFD	DI	Normal	Failure
TRAIN 1 IR Pump 1 Motor Over Temperature	DI	Normal	Failure
TRAIN 1 IR Pump 1 Motor Seal Fail	DI	Normal	Failure
TRAIN 1 IR Pump 1 Flow Detected	DI	No Flow	Flow
TRAIN 1 IR Pump 1 Running Status	DI	Stopped	Running
TRAIN 1 IR Pump 1 Speed	AI	0-100	%
TRAIN 1 IR Pump 1 Speed Control	AO	0-100	%
TRAIN 1 IR Pump 2 Control	DO	Stop	Start
TRAIN 1 IR Pump 2 Mode	DI	Not in Auto	In Auto
TRAIN 1 IR Pump 2 Mode	DI	Not in Hand	In Hand
TRAIN 1 IR Pump 2 Motor VFD	DI	Normal	Failure
TRAIN 1 IR Pump 2 Motor Over Temperature	DI	Normal	Failure
TRAIN 1 IR Pump 2 Motor Seal Fail	DI	Normal	Failure
TRAIN 1 IR Pump 2 Flow Detected	DI	No Flow	Flow
TRAIN 1 IR Pump 2 Running Status	DI	Stopped	Running
TRAIN 1 IR Pump 2 Speed	AI	0-100	%
TRAIN 1 IR Pump 2 Speed Control	AO	0-100	%
TRAIN 1 IR Pump 3 Control	DO	Stop	Start
TRAIN 1 IR Pump 3 Mode	DI	Not in Auto	In Auto
TRAIN 1 IR Pump 3 Mode	DI	Not in Hand	In Hand
TRAIN 1 IR Pump 3 Motor VFD	DI	Normal	Failure
TRAIN 1 IR Pump 3 Motor Over Temperature	DI	Normal	Failure
TRAIN 1 IR Pump 3 Motor Seal Fail	DI	Normal	Failure
TRAIN 1 IR Pump 3 Flow Detected	DI	No Flow	Flow
TRAIN 1 IR Pump 3 Running Status	DI	Stopped	Running
TRAIN 1 IR Pump 3 Speed	AI	0-100	%
TRAIN 1 IR Pump 3 Speed Control	AO	0-100	%

Table 13325-4: PLC-1A / 1B (REDUNDANT) Ethernet I/O List			
Description	Type	Range	Units
		Off Status	On Status
TRAIN 1 RAS Pump 1 Control	DO	Stop	Start
TRAIN 1 RAS Pump 1 Mode	DI	Not in Auto	In Auto
TRAIN 1 RAS Pump 1 Mode	DI	Not in Hand	In Hand
TRAIN 1 RAS Pump 1 Motor VFD	DI	Normal	Failure
TRAIN 1 RAS Pump 1 Motor Over Temperature	DI	Normal	Failure
TRAIN 1 RAS Pump 1 Motor Seal Fail	DI	Normal	Failure
TRAIN 1 RAS Pump 1 Flow Detected	DI	No Flow	Flow
TRAIN 1 RAS Pump 1 Running Status	DI	Stopped	Running
TRAIN 1 RAS Pump 1 Speed	AI	0-100	%
TRAIN 1 RAS Pump 1 Speed Control	AO	0-100	%
TRAIN 1 RAS Pump 2 Control	DO	Stop	Start
TRAIN 1 RAS Pump 2 Mode	DI	Not in Auto	In Auto
TRAIN 1 RAS Pump 2 Mode	DI	Not in Hand	In Hand
TRAIN 1 RAS Pump 2 Motor VFD	DI	Normal	Failure
TRAIN 1 RAS Pump 2 Motor Over Temperature	DI	Normal	Failure
TRAIN 1 RAS Pump 2 Motor Seal Fail	DI	Normal	Failure
TRAIN 1 RAS Pump 2 Flow Detected	DI	No Flow	Flow
TRAIN 1 RAS Pump 2 Running Status	DI	Stopped	Running
TRAIN 1 RAS Pump 2 Speed	AI	0-100	%
TRAIN 1 RAS Pump 2 Speed Control	AO	0-100	%
TRAIN 1 RAS Pump 3 Control	DO	Stop	Start
TRAIN 1 RAS Pump 3 Mode	DI	Not in Auto	In Auto
TRAIN 1 RAS Pump 3 Mode	DI	Not in Hand	In Hand
TRAIN 1 RAS Pump 3 Motor VFD	DI	Normal	Failure
TRAIN 1 RAS Pump 3 Motor Over Temperature	DI	Normal	Failure
TRAIN 1 RAS Pump 3 Motor Seal Fail	DI	Normal	Failure
TRAIN 1 RAS Pump 3 Flow Detected	DI	No Flow	Flow
TRAIN 1 RAS Pump 3 Running Status	DI	Stopped	Running
TRAIN 1 RAS Pump 3 Speed	AI	0-100	%
TRAIN 1 RAS Pump 3 Speed Control	AO	0-100	%
TRAIN 2 IR Pump 1 Control	DO	Stop	Start
TRAIN 2 IR Pump 1 Mode	DI	Not in Auto	In Auto
TRAIN 2 IR Pump 1 Mode	DI	Not in Hand	In Hand
TRAIN 2 IR Pump 1 Motor VFD	DI	Normal	Failure
TRAIN 2 IR Pump 1 Motor Over Temperature	DI	Normal	Failure
TRAIN 2 IR Pump 1 Motor Seal Fail	DI	Normal	Failure

Table 13325-4: PLC-1A / 1B (REDUNDANT) Ethernet I/O List			
Description	Type	Range	Units
		Off Status	On Status
TRAIN 2 IR Pump 1 Flow Detected	DI	No Flow	Flow
TRAIN 2 IR Pump 1 Running Status	DI	Stopped	Running
TRAIN 2 IR Pump 1 Speed	AI	0-100	%
TRAIN 2 IR Pump 1 Speed Control	AO	0-100	%
TRAIN 2 IR Pump 2 Control	DO	Stop	Start
TRAIN 2 IR Pump 2 Mode	DI	Not in Auto	In Auto
TRAIN 2 IR Pump 2 Mode	DI	Not in Hand	In Hand
TRAIN 2 IR Pump 2 Motor VFD	DI	Normal	Failure
TRAIN 2 IR Pump 2 Motor Over Temperature	DI	Normal	Failure
TRAIN 2 IR Pump 2 Motor Seal Fail	DI	Normal	Failure
TRAIN 2 IR Pump 2 Flow Detected	DI	No Flow	Flow
TRAIN 2 IR Pump 2 Running Status	DI	Stopped	Running
TRAIN 2 IR Pump 2 Speed	AI	0-100	%
TRAIN 2 IR Pump 2 Speed Control	AO	0-100	%
TRAIN 2 IR Pump 3 Control	DO	Stop	Start
TRAIN 2 IR Pump 3 Mode	DI	Not in Auto	In Auto
TRAIN 2 IR Pump 3 Mode	DI	Not in Hand	In Hand
TRAIN 2 IR Pump 3 Motor VFD	DI	Normal	Failure
TRAIN 2 IR Pump 3 Motor Over Temperature	DI	Normal	Failure
TRAIN 2 IR Pump 3 Motor Seal Fail	DI	Normal	Failure
TRAIN 2 IR Pump 3 Flow Detected	DI	No Flow	Flow
TRAIN 2 IR Pump 3 Running Status	DI	Stopped	Running
TRAIN 2 IR Pump 3 Speed	AI	0-100	%
TRAIN 2 IR Pump 3 Speed Control	AO	0-100	%
TRAIN 2 RAS Pump 1 Control	DO	Stop	Start
TRAIN 2 RAS Pump 1 Mode	DI	Not in Auto	In Auto
TRAIN 2 RAS Pump 1 Mode	DI	Not in Hand	In Hand
TRAIN 2 RAS Pump 1 Motor VFD	DI	Normal	Failure
TRAIN 2 RAS Pump 1 Motor Over Temperature	DI	Normal	Failure
TRAIN 2 RAS Pump 1 Motor Seal Fail	DI	Normal	Failure
TRAIN 2 RAS Pump 1 Flow Detected	DI	No Flow	Flow
TRAIN 2 RAS Pump 1 Running Status	DI	Stopped	Running
TRAIN 2 RAS Pump 1 Speed	AI	0-100	%
TRAIN 2 RAS Pump 1 Speed Control	AO	0-100	%
TRAIN 2 RAS Pump 2 Control	DO	Stop	Start
TRAIN 2 RAS Pump 2 Mode	DI	Not in Auto	In Auto
TRAIN 2 RAS Pump 2 Mode	DI	Not in Hand	In Hand
TRAIN 2 RAS Pump 2 Motor VFD	DI	Normal	Failure

Table 13325-4: PLC-1A / 1B (REDUNDANT) Ethernet I/O List			
Description	Type	Range	Units
		Off Status	On Status
TRAIN 2 RAS Pump 2 Motor Over Temperature	DI	Normal	Failure
TRAIN 2 RAS Pump 2 Motor Seal Fail	DI	Normal	Failure
TRAIN 2 RAS Pump 2 Flow Detected	DI	No Flow	Flow
TRAIN 2 RAS Pump 2 Running Status	DI	Stopped	Running
TRAIN 2 RAS Pump 2 Speed	AI	0-100	%
TRAIN 2 RAS Pump 2 Speed Control	AO	0-100	%
TRAIN 2 RAS Pump 3 Control	DO	Stop	Start
TRAIN 2 RAS Pump 3 Mode	DI	Not in Auto	In Auto
TRAIN 2 RAS Pump 3 Mode	DI	Not in Hand	In Hand
TRAIN 2 RAS Pump 3 Motor VFD	DI	Normal	Failure
TRAIN 2 RAS Pump 3 Motor Over Temperature	DI	Normal	Failure
TRAIN 2 RAS Pump 3 Motor Seal Fail	DI	Normal	Failure
TRAIN 2 RAS Pump 3 Flow Detected	DI	No Flow	Flow
TRAIN 2 RAS Pump 3 Running Status	DI	Stopped	Running
TRAIN 2 RAS Pump 3 Speed	AI	0-100	%
TRAIN 2 RAS Pump 3 Speed Control	AO	0-100	%
IPVP-1 PM Voltage	AI	0-500	Volts
IPVP-1 PM Current	AI	0-100	Amps
IPVP-1 PM Power Factor	AI	0-100	%
IPVP-1 PM Under Voltage	DI	Normal	Failure
IPVP-1 PM Over Voltage	DI	Normal	Failure
IPVP-1 PM Phase Loss	DI	Normal	Failure
IPVP-2 PM Voltage	AI	0-500	Volts
IPVP-2 PM Current	AI	0-100	Amps
IPVP-2 PM Power Factor	AI	0-100	%
IPVP-2 PM Under Voltage	DI	Normal	Failure
IPVP-2 PM Over Voltage	DI	Normal	Failure
IPVP-2 PM Phase Loss	DI	Normal	Failure
RPVP-1 PM Voltage	AI	0-500	Volts
RPVP-1 PM Current	AI	0-100	Amps
RPVP-1 PM Power Factor	AI	0-100	%
RPVP-1 PM Under Voltage	DI	Normal	Failure
RPVP-1 PM Over Voltage	DI	Normal	Failure
RPVP-1 PM Phase Loss	DI	Normal	Failure
RPVP-2 PM Voltage	AI	0-500	Volts
RPVP-2 PM Current	AI	0-100	Amps
RPVP-2 PM Power Factor	AI	0-100	%
RPVP-2 PM Under Voltage	DI	Normal	Failure
RPVP-2 PM Over Voltage	DI	Normal	Failure
RPVP-2 PM Phase Loss	DI	Normal	Failure

END OF SECTION

SECTION 13326
PROCESS INSTRUMENTATION AND CONTROL SYSTEM
PROGRAMMING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Specification Section covers work related to programming the PICS.
- B. The Work specified herein shall be performed by the SYSTEM SUPPLIER defined in Specification Section 13300.
- C. All PICS programming development and deployment shall be based on Rockwell PlantPax Application Configuration guidelines, manuals, and templates.
- D. All system programming including redundant PLC-1A and PLC-1B shall be performed using Rockwell Automation's PlantPax Add-on-Instruction and Graphic Object standard software library
- E. Coordination with the SCADA SUPPLIER for all programming modifications to existing RTUs and SCADA system to interface with the new PlantPax control system for seamless process operation and functionality.
- F. Coordination with CSE throughout all phases of development and implementation of programming.

1.2 RELATED WORK

- A. Specification Section 13300: General Requirements.
- B. Specification Section 13325 defines requirements applicable to the equipment to be programmed hereunder.
- C. Specification Section 13327 defines requirements applicable to the equipment to be programmed hereunder as well as the control system strategy and approach.

1.3 SUBMITTALS

- A. Provide an application programming design package for all modifications to the existing Data Flow RTU and SCADA.
- B. Provide an application programming design package that illustrates each individual control strategy using a program flow chart or written description. The descriptions shall also include details of all formulae to be used (e.g. chemical feed, flow paced, etc.). This submittal shall be Approved or Approved As Noted prior to any PLC

programming Work. Simply repeating the descriptions provided herein shall not be acceptable.

- C. Provide a final documentation package that includes:
 - 1. A licensed copy in the Owner's name for PLC programming software.
 - 2. Final copies of all programming files on a USB Flash Drive.
 - 3. A complete printout of all "Annotated" PLC program logic.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PLC PROGRAMMING – GENERAL MONITORING

- A. Provide the following general monitoring functions for analog inputs:
 - 1. For all analog inputs (pseudo and real):
 - a. Provide out of range alarms if the input signal goes outside the instrument's range
 - b. Provide individually operator adjustable emergency high and low alarms when the value goes outside the allowable process range.
 - c. Provide individually operator adjustable high and low alarms when the value goes outside the normal process operating range.
 - d. Provide a dead-band on all alarm settings.
 - e. Issue Return-to Normal alarms whenever the signal returns to within limits.
 - 2. For all flow related analog inputs:
 - a. Monitor for and record minimum and maximum daily 5-minute average values. Record the date and time of occurrence for each.
 - b. Accumulate a running daily total flow. At midnight, transfer the total to yesterday's total and restart from zero.
 - c. Calculate a running daily average flow. At midnight, transfer the value to yesterday's average and restart the averaging.
 - 3. For all level and pressure related analog inputs:
 - a. Monitor for and record minimum and maximum daily values. Record the date and time of occurrence for each.
 - 4. For all analysis analog inputs:
 - a. Monitor for and record minimum and maximum daily values. Record the date and time of occurrence for each.
 - b. Calculate a running daily average reading. At midnight, transfer the value to yesterday's average and restart the averaging.
- B. Provide the following general monitoring functions for discrete inputs:
 - 1. For all discrete inputs:
 - a. Indicate but do not alarm when a discrete signal changes, as expected, as a result of a control command.
 - b. Alarm whenever an un-commanded change of state occurs

- c. For all local control switch position feedback discrete inputs issue an advisory alarm to the operator whenever a position change is detected.
 - d. Exclude from any control strategy any equipment whose local switch position precludes control. If an operator attempts to control the device through the system, issue a message indicating that the control cannot be accomplished together with the reason.
- 2. For all motorized equipment:
 - a. Accumulate equipment run times based on the running status feedback discrete input.
 - b. Reset the run time value to zero only on operator command via the HMI.
- 3. For all device failure discrete inputs:
 - a. Issue an alarm when the input indicates a device fault.
 - b. Set a software fault for the controlled device that can only be reset by operator action after the fail signal has been removed.
- C. Special Level Monitoring. Based on the level and tank dimensions, continuously calculate the volume of liquid in each storage tank and display on the associated graphic screen.

3.2 PLC PROGRAMMING – GENERAL CONTROL

- A. General Requirements applicable to the control strategies are:
 - 1. All software fault conditions that are set can only be cleared by operator acknowledgement.
 - 2. Wherever in the descriptions the control strategy refers to the operator, it is intended to mean via the Operator Interface Terminal (OIT) or HMI process graphics.
 - 3. All control strategies shall run within the PLC. Data manipulation (calculated analog values, elapsed time functions, event determination) shall be performed by the PLC for the associated equipment it is monitoring. Any resulting values from these manipulations shall be reported as individual registers. The intent is to avoid utilizing the OIT software for this purpose.
 - 4. The control functions described herein are not intended to be complete comprehensive programming logic descriptions. They describe only the general intended control operation required. Provide complete program logic to completely fulfill the functional requirements indicated.
 - 5. Provide all programming necessary to support the functional requirements of the operator graphic screens.
 - 6. Provide complete debugging services to address issues identified by the OWNER or ENGINEER during and after startup until final acceptance.
- B. Common Constant Speed Motor Operator Control. For all constant speed equipment, provide an operator controllable software HAND/OFF/AUTO switch and proceed as follows:

1. While the switch is in HAND run the equipment.
 2. While the switch is in OFF, stop the equipment and prevent any start commands.
 3. While the switch is in AUTO, take start and stop signals from the appropriate automatic control strategy defined herein.
- C. Common Variable Speed Motor Operator Control. For all variable speed equipment, provide an operator controllable software HAND/OFF/AUTO switch and SPEED potentiometer and proceed as follows:
1. While the switch is in HAND run the equipment at the speed set by the potentiometer.
 2. While the switch is in OFF, stop the equipment and prevent any start commands.
 3. While the switch is in AUTO, take start, stop, and speed signals from the appropriate automatic control strategy defined herein.
- D. Common Motorized Valve Operator Control. For all valves, provide an operator controllable software OPEN/CLOSE/AUTO switch and POSITION potentiometer where applicable. Proceed as follows:
1. While the switch is in OPEN, open the valve to the position set by the potentiometer.
 2. While the switch is in CLOSE, close the valve and prevent any other commands.
 3. While the switch is in AUTO, take open, close and position signals from the appropriate automatic control strategy defined herein.
- E. Common Motorized Equipment Flow Monitoring. For all motorized equipment provided with a dedicated discharge flow meter, issue an alarm and stop the equipment if the flow fails to reach an operator controllable minimum value within an operator adjustable time of being called to start.

3.3 SPECIFIC PLC CONTROL STRATEGIES

- A. Influent Pump Control. The influent pumps shall be automatically controlled to maintain an operator adjustable wet well level. Assign the pumps to a LEAD / LAG / STANDBY sequence that can be manually overridden by the operator. If any pump is not controllable (i.e. H/O/A is OFF, pump is failed), omit it from the sequence. Automatically switch assignments every 24 hours at midnight. Proceed as follows:
1. Provide the following operator adjustable values:
 - a. LSH – Upper operating level
 - b. LS – Target level
 - c. LSL – Lower operating level.
 2. Call for the LEAD pump if the level reaches LSH for an operator adjustable time.
 3. Use a single PID control loop to adjust the pump's speed to maintain a level of LS.

4. When the level falls to LS, freeze the PID and keep pump speed constant.
 5. If the level rises to LSH or falls to LSL, restart the PID until the level begins to fall or rise to LS, respectively then freeze the PID once more.
 6. Call for the next pump in sequence if pump speed is at an operator adjustable maximum value and the level reaches LSH for an operator adjustable time. Temporarily suspend the PID and ramp down the speed to an operator adjustable value until both starting and running pumps' speeds are equal then resume the PID. Once the level reaches LS, freeze the PID once more.
 7. Stop the longest running pump if the level falls to LSL for an operator adjustable time and pump speed is at an operator adjustable minimum.
 8. Call for the next pump in sequence if a pump fails to start or fails while running.
- B. Wetwell level: Level shall be monitored through two redundant level indicating transmitters LIT-1 and LIT-2.
1. Operator shall be able to select the primary level transmitter for level control.
 2. If any transmitter fails, generate an alarm.
 3. If selected primary transmitter fails, switch other level transmitter to primary and generate alarm.
 4. If the level values of the transmitters differ by more than 10%, generate an alarm
 5. If both transmitters fail, disable level control and generate an alarm.
- C. Influent / RAS / IR Pump Failure Logic
1. Low Flow – In the event the flow switch fails to open when the pump is called to run, send alarm signal from the VFD to the PLC and stop the VFD running. If the flow rate remains below a minimum setpoint entered by the operator on the OIT or HMI stop VFD from running.
 2. High Temp – In the event the motor temperature switch is triggered, send alarm signal from the VFD to the PLC and stop the VFD running.
 3. Fault Reset – In failure mode, the pump shall remain in latched alarm state until the failure is no longer active. If PLC fails to reset after three (3) attempts via HMI or remote operator workstation, operator shall inspect drives locally to fix fault signals to prevent lockout. Operator shall manually restore to normal condition after alarms have been cleared at the VFD.
 4. Time Relay – Relay should be set to an operator adjustable time 0-60sec before system returns online in the event of a failure
- D. Backup Influent Control:
1. In the event the PLC level control is lost, generate an alarm. The Influent VFDs shall be programmed to run at preset speeds based on signals received from the backup control Panel (BUCP), off the LEAD, LAG, LAG LAG floats.
 2. When PLC level control becomes available , Automatic level control is activated when Backup Reset via HMI or remote operator workstation.

- E. Train Flow Select. Provide an operator controllable TRAIN1/BOTH/TRAIN 2 select switch. Use the position of this switch to assign the train influent flow (all to TRAIN 1 or TRAIN 2 or half to each in BOTH) to the IR and RAS control strategies below.
- F. Trains Mixers: Each Train Mixer shall be monitored, and alarm generated if a failure occurs.
- G. Clarifiers: Each Clarifier (1,2) shall be monitored, and alarm generated if a failure occurs.
- H. Barscreens: Each Barscreen (1,2) shall be monitored, and alarm generated if a failure occurs.
- I. Odor Control Fan: The Odor Control Fan shall be monitored, and alarm generated if a failure occurs.
- J. IR Pump Control. The IR pumps shall be automatically controlled to maintain an IR flow rate. Assign the pumps to a LEAD / LAG / STANDBY sequence that can be manually overridden by the operator. If any pump is not controllable (i.e. H/O/A is OFF, pump is failed), omit it from the sequence. Automatically switch assignments every 24 hours at midnight. Provide an operator controllable flow setpoint AUTO / MANUAL select switch. Proceed as follows:
 - 1. Provide the following operator adjustable value:
 - a. K – Desired ratio of IR flow to train influent flow (between 1% and 200%).
 - b. FS – Desired IR flow when in MANUAL.
 - 2. While the switch is in MANUAL use FS as the target flow. While the switch is in AUTO use $K \times$ the train influent flow (see paragraph B above) as the target flow.
 - 3. Call for the LEAD pump if the IR flow drops to an operator adjustable percentage of the target flow for an operator adjustable time.
 - 4. Use a single PID control loop to adjust pump speed to maintain the target flow.
 - 5. When the flow reaches the target flow, freeze the PID and keep pump speed constant.
 - 6. If the flow drops to the operator adjustable percentage of the target flow for an operator adjustable time, restart the PID until the flow begins to rise again then freeze the PID once more.
 - 7. Call for the next pump in sequence if pump speed is at an operator adjustable maximum value and the flow fails to start rising for an operator adjustable time. Temporarily suspend the PID and ramp down the speed to an operator adjustable value until both starting and running pumps' speeds are equal then resume the PID. Once the flow reaches the target value, freeze the PID once more.

8. Conversely, if the flow rises to an operator adjustable percentage of the target flow for an operator adjustable time, restart the PID until the flow begins to fall again then freeze the PID once more.
 9. Stop the longest running pump if the speed is at an operator adjustable minimum and the flow fails to start falling for an operator adjustable time.
 10. Call for the next pump in sequence if a pump fails to start or fails while running.
- K. RAS Pump Control. The RAS pumps shall be automatically controlled to maintain an RAS flow rate. Assign the pumps to a LEAD / LAG / STANDBY sequence that can be manually overridden by the operator. If any pump is not controllable (i.e. H/O/A is OFF, pump is failed), omit it from the sequence. Automatically switch assignments every 24 hours at midnight. Provide an operator controllable flow setpoint AUTO / MANUAL select switch. Proceed as follows:
1. Provide the following operator adjustable value:
 - a. K – Desired ratio of RAS flow to train influent flow (between 1% and 100%).
 - b. FS – Desired RAS flow when in MANUAL.
 2. While the switch is in MANUAL use FS as the target flow. While the switch is in AUTO use K x the train influent flow (see paragraph B above) as the target flow.
 3. Call for the LEAD pump if the RAS flow drops to an operator adjustable percentage of the target flow for an operator adjustable time.
 4. Use a single PID control loop to adjust pump speed to maintain the target flow.
 5. When the flow reaches the target flow, freeze the PID and keep pump speed constant.
 6. If the flow drops to the operator adjustable percentage of the target flow for an operator adjustable time, restart the PID until the flow begins to rise again then freeze the PID once more.
 7. Call for the next pump in sequence if pump speed is at an operator adjustable maximum value and the flow fails to start rising for an operator adjustable time. Temporarily suspend the PID and ramp down the speed to an operator adjustable value until both starting and running pumps' speeds are equal then resume the PID. Once the flow reaches the target value, freeze the PID once more.
 8. Conversely, if the flow rises to an operator adjustable percentage of the target flow for an operator adjustable time, restart the PID until the flow begins to fall again then freeze the PID once more.
 9. Stop the longest running pump if the speed is at an operator adjustable minimum and the flow fails to start falling for an operator adjustable time.
 10. Call for the next pump in sequence if a pump fails to start or fails while running.

3.4 PROCESS GRAPHICS

- A. Process graphics shall follow PlantPAX design specification as detailed in specification section 13327 and shall meet ISA-101 HMI design standards.
- B. HMI graphics design and implementation shall follow best practices of high performance HMI. Reference the High Performance HMI Handbook.

3.5 GRAPHIC STANDARDS

- A. All operator graphic screens shall include an alarm list at the bottom indicating the most recent alarms colored as defined below under color standards and, at the top, tabs to allow the user to switch to key graphics including the process overview and the alarm list.
- B. All graphic screens shall, as closely as possible, depict the actual process equipment in three dimensional symbols with fill color depicting current status in accordance with the graphic standards defined below.
- C. For detailed process graphics where the process is continued on or continued from another graphic, software pushbuttons shall be provided to lead to the appropriate other graphic.
- D. The following colors shall be used:
 - 1. Light Grey – Screen background.
 - 2. Dark Blue – Piping.
 - 3. Light Magenta - Chemical injection points.
 - 4. Red – Running equipment or open valve. Modulating valves shall have the current percentage open in text adjacent to the symbol.
 - 5. Red Flashing – Equipment starting or valve opening.
 - 6. Green – Stopped equipment or closed valve.
 - 7. Green Flashing – Equipment stopping or valve closing.
 - 8. Yellow – Equipment with an acknowledged, but not yet cleared alarm.
 - 9. Yellow Flashing – Equipment with an unacknowledged alarm.
- E. Operator Actions. Operator control of equipment (e.g. start, stop, change of HMI H/O/A switch, set point adjustment, etc.) shall be accomplished by right-clicking on the appropriate graphic symbol which shall cause a pop-up window to appear providing the operator with the available options.
- F. All adjustable values shall be changeable by the operator via the graphic screens.
- G. Equipment Status. Color the symbol for each piece of equipment to reflect its current status (e.g. running, stopped, failed, etc.) in accordance with the graphic standards.
- H. Equipment Control Status. Adjacent to each piece of equipment indicate its control status, where such is available, as follows:

1. Local Hardware Hand/Off/Auto switch position in context sensitive text: Hand red, Off – black, Auto – green.
 2. HMI software Hand/Off/Auto switch position in context sensitive text labeled “HMI”: Hand red, Off – black, Auto – green.
- I. Set points. Indicate the current value of all set points adjacent to the associated process value. All set points shall be operator adjustable via the process graphics.

3.6 GRAPHICS

- A. The HMI graphics and objects shall be developed based on Rockwell PLANTPAX guidelines and FactoryTalk View SE templates, faceplates, objects etc.
- B. The HMI graphics shall be hierarchical in nature as follows:
1. The highest (Level 1) shall not allow control other than through pop-up windows or links to the next lower (Level 2) screens.
 2. All Level 2 screens shall be directly accessible from Level 1 screens by clicking on the applicable part of the Level 1 screen.
 3. An additional, more detailed (Level 3) screen shall be furnished where more detailed information on a specific process or equipment is necessary (e.g. pump run times).
- C. Control System Network (Level 1). Provide a single system block diagram for the overall Network A and Network B. Indicate network health diagnostics, Alarms, status of each communication link and, via a separate screen (Level 2) or pop-up window, the status of each subsystem PLC, VFD, PM etc.
- D. Provide the following new graphic screens associated with the process improvements, as further detailed below:
1. Treatment Overview.
 2. Treatment Overview Textual.
 3. East Master Lift Station overview
 4. Influent Pumps and status
 5. IR and RAS process overview
 6. IR and RAS Pumps and status
 7. Train 1 and 2 Mixers status
 8. WAS Pumps and Flow status
 9. Odor control fan, Barscreens and Clarifiers status
 10. Influent and Effluent flows and CL
 11. Blowers status
 12. Individual graphics for each system
 13. Control System.
 14. Electrical System
 15. Network Health
- E. Treatment Overview. This shall show overall treatment process data grouped from left to right from raw water wells through effluent processes. Indicate the following:

1. Influent pump status.
 2. Plant influent flow.
 3. IR and RAS flow.
 4. IR and RAS pumps status.
 5. Mixers status
 6. Current operating status of each individual pump.
 7. Total current influent / IR / RAS flow and daily total.
- F. Control System. Provide a single system block diagram for the system. Indicate the status of each communication link and, via a separate screen or pop-up window, the status of each PLC module.
- G. Electrical System. This graphic shall depict the electrical distribution system and indicate all current values for monitored parameters.
- H. Network Health. Provide Network status and health screens utilizing the PlantPAX faceplates, objects and AOI, UDT.
- I. Power Monitor Status. Provide power and status screens utilizing the PlantPAX faceplates, objects and AOI, UDT.
- J. VFD and Soft Starter Status. Provide power and status screens utilizing the PlantPAX faceplates, objects and AOI, UDT.

3.7 OTHER HMI PROGRAMMING

- A. The HMI programming and configuration shall be developed based on Rockwell PlantPAX guidelines, recommendations and FactoryTalk View SE templates, faceplates, objects etc.
- B. Alarm Log. Provide a log of all alarms issued by the system. The log shall include the date and time of detection. Provide the operator with the ability to sort the displayed log by any combination of the following:
1. Specific equipment.
 2. Alarm description
 3. Date and time.
- C. Event Log. Provide a log of all events issued by the system. The log shall include all alarms, operator control commands and set point changes, alarm acknowledgements and return to normal occurrences following an alarm condition. The date and time of occurrences shall be included together with, where applicable, the identity of the operator. Provide the operator with the ability to sort the displayed log by any combination of the following:
1. Operator.
 2. Specific equipment.
 3. Event description.
 4. Date and time.

- D. Historical Database. Provide a historical database based on FACTORYTALK HISTORIAN and PlantPAX application configuration, that includes, as a minimum, the following information:
1. For all flows:
 - a. Maximum daily value with time of occurrence.
 - b. Daily accumulated value.
 - c. Average daily value.
 - d. Monthly maximum daily value, date and time of occurrence, updated each time the previous value is exceeded.
 - e. Monthly average updated daily.
 2. For all pressures:
 - a. Maximum and minimum daily values with time of occurrences.
 - b. Monthly maximum and minimum daily value, date and time of occurrence, updated each time the previous value is replaced.
 3. For all analysis parameters:
 - a. Maximum and minimum daily values with time of occurrences.
 - b. Average daily value.
 - c. Monthly maximum and minimum daily value, date and time of occurrence, updated each time the previous value is replaced.
 4. Trends. Provide trending of all process parameters including all wells plus exportable files for each in CSV or XLS format. Provide the following additional trends:
 5. Up to sixteen comparative trends, each with up to four parameters. The parameters in each shall be as OWNER selected.
- E. Reports. Provide the following reports:
1. Daily Operations Report updated hourly.
 2. Monthly Operations Report updated daily after midnight.
 3. Monthly Maintenance Report containing accumulated pump run times for all equipment and date and time of last reset. Update this report daily after midnight.
- F. Text Message Alarming. Program the servers as follows:
1. Configure connectivity for alarming-out for E-mail, Pager, and 2way SMS.
 2. Configure up to 8 OWNER provided cell phone or pager numbers.
 3. Configure up to 24 analog and discrete tag alarms for alarm group as designated by OWNER.
 4. Configure an On-Screen TEST button graphic on an HMI screen for periodic testing of the text message system.

3.8 RTU AND SCADA MODIFICATIONS PROGRAMMING

- A. Provide the necessary RTU programming modifications to interface with the PLC-1A and PLC-1B as needed. Modifications shall include removal of control and monitoring logic, addition of interface logic and configuration.

- B. Provide the necessary SCADA programming modifications to reflect the changes in the RTUs. These modifications include graphic screens, tags , alarms, communication etc.

3.9 PROGRAMMING ACCEPTANCE

- A. Regardless of any submittal approvals, final acceptance of the system programming will occur during the final Demonstration Test.
- B. The ENGINEER/OWNER reserves the right to require minor changes in the graphics and programming during the test.

END OF SECTION

SECTION 13327

PLANTPAX DISTRIBUTED CONTROL SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. The Control system provided by the Process Instrumentation and Control System (PICS) Supplier shall:
 - 1. Consist of servers, workstations, controllers, I/O modules, graphic user interfaces, and third-party equipment, along with all necessary network infrastructure.
 - 2. Have the support of state-of-the-art and user-friendly human-machine interface (HMI) and control software.
 - 3. Use Ethernet-based supervisory communication.
 - 4. Include engineering services, coordination with other contractors, installation, testing, training, and remote and emergency technical support.
 - 5. Be fully integrated and operational as specified herein and in related project drawings, except for those services and materials specifically noted.
- B. The distributed control system's architecture shall be scalable and customizable to meet the needs of this application, along with those of future expansions, having the capability for:
 - 1. Connectivity to existing field instrument devices, human-machine interfaces (HMIs), control components, skid equipment, electrical systems, and monitoring systems.
 - 2. Provide reference architectures that guide users to achieve multiple levels of network resiliency to limit effects of network failures throughout the control system
 - 3. Execution of on-line program modifications without shutting down the process under control.
 - 4. Removal or insertion of network devices without disturbing the network.

1.2 RELATED WORK

- A. Specification Section 13300 defines general requirements applicable to the Work defined herein.
- B. Specification Section 13320 defines requirements for that portion of a future plant-wide Process Instrumentation and Control System (PICS) Human Machine Interface (HMI) subsystem.
- C. Specification Section 13325 defines requirements for the PLC through which the HMI interfaces with field equipment and instruments.
- D. Specification Section 13326 defines system programming requirements.

- E. Use this Section in conjunction with the following related contract documents to establish the total requirements for the control system and referenced associated items:
 - 1. The Project Contract documents.
 - 2. System architecture drawings, electrical schematics, and piping and instrumentation drawings (P&ID).
 - 3. I/O list.
 - 4. Preliminary design schedules for control system deliveries.

1.3 REFERENCE STANDARDS

- A. Control system installations shall conform to the following codes and standards:
 - 1. National Electrical Code (NEC) (ANSI/NFPA 70) and ANSI/NFPA 79, Industrial Control Equipment
 - 2. Occupational Safety and Health Act (OSHA) Standards
 - 3. Federal Communications Commission (FCC) Regulations
 - 4. ANSI-EIA, NEMA, and IEEE Standards, including National Electrical Safety Code (NESC) (ANSI Standard C)
 - 5. Applicable local electrical and safety codes and standards
- B. Control system hardware shall achieve certifications including:
 - 1. UL Certification
 - 2. UL, CSA Certification
 - 3. Functional Safety Certifications
 - 4. Specific certifications shall be as specified in the related Sections.
- C. Ethernet devices, as required, shall further be:
 - 1. ODVA conformance tested to EtherNet/IP specifications.

1.4 SYSTEM SUPPLIER QUALIFICATIONS

- A. The control system project delivery Supplier shall be regularly engaged in the design and installation of similar systems and subsystems in this type of industry application, and shall meet the following qualifications:
 - 1. Presents proof of member status as a Rockwell Automation Solutions Partner, Level Integrator including the Process Program recognition, or a Rockwell Automation Recognized System Integrator, Level Integrator including the Process Program recognition.
 - 2. Assigns to this project personnel trained on general process instrumentation, along with the specific computers, controllers, and proposed software. As it applies, their training program shall have been administered by the control system manufacturer.
 - 3. Provides references from projects similar in size to this project, including a minimum of one PlantPAx project.
 - 4. Maintains a service facility with a staff capable of design, fabrication, installation, programming, and testing the control system and its components and has the capacity to respond to on-site issues.

- B. The system Supplier shall allow the facility manager and engineer to witness the factory testing procedure before shipment and shall provide a completed PlantPax System Checklist document.

1.5 SYSTEM SUPPLIER RESPONSIBILITIES

- A. System Supplier responsibilities shall comprise the design, installation, testing, training, and start-up for the PlantPax Distributed Control System, including equipment selection, Studio 5000 Logix Designer and FactoryTalk software programming, network communication, and security. The system Supplier shall coordinate equipment supplied by the manufacturer, existing equipment and materials, and work supplied by other subcontractors. All equipment shall be compatible or configured to become compatible.
 - 1. The system Supplier shall provide field instruments for measurement and other inputs and outputs.
 - 2. The system Supplier shall provide controller hardware and software for monitoring and controlling all field devices.
 - 3. The system Supplier shall provide workstations including HMI panels for monitoring and controlling operation on-site and shall provide hardware and software to enable remote access to the information.
 - 4. The system supplier shall provide engineering workstations for maintaining system operation: configuration, application development, and maintenance.
 - 5. The system supplier shall provide all necessary servers to host essential software components of the system. Initial software loading, application software programming, and operating system configuration will be among the responsibilities of the system supplier.
 - 6. The system supplier shall provide and configure infrastructure (Ethernet switches and cabling) to integrate the system network.
 - 7. The system supplier shall provide for communications between all connected devices (servers, controllers, HMI, and field instruments).
 - 8. The system supplier shall configure a virtual infrastructure, with virtual machines running different operating systems and applications from separate locations on the same server.
- B. The system supplier shall coordinate all work with plant operating personnel to minimize impact on operation.

1.6 PROJECT/SITE REQUIREMENTS

- A. Operating and Non-operating Conditions:
 - 1. Infrastructure equipment shall be designed to operate at project ground elevation, within ranges of:
 - a. At minimum 0°C to 60°C (32°F to 140°F).
 - b. 5 to 95% non-condensing relative humidity.
 - 2. Infrastructure equipment shall be designed for storage within ranges of:
 - a. At minimum -40°C to 85°C (-40°F to 185°F).
 - b. 5 to 95% non-condensing relative humidity.

3. Other equipment-specific operating and non-operating condition requirements shall be as specified in the related Sections. Control rooms and server rooms shall be air- conditioned to meet all sensitive equipment requirements. Area ventilation and condensation control shall be provided as necessary.

1.7 SUBMITTALS

- A. General: All submittals shall be made in conformance with project specifications and shall provide a complete record of the equipment as manufactured and delivered.
 1. Throughout the project, any deviations from previous submittals shall be noted on the affected document or on a formal deviation list and accepted or refused with the facility engineer's initials.
 2. When manufacturer catalog cuts or other general product documents are submitted, non-applicable information shall be stricken.
- B. Project Plan and Schedule: The system supplier shall submit a project plan and schedule within 45 calendar days after the notice to proceed, including the following, at a minimum.
 1. Description of the proposed control system and its coordination with other systems, along with a preliminary system architecture drawing. Approaches to installation, testing, training, and start-up shall be described in detail.
 2. List of controller and HMI software to be used, including versions and descriptions of project application. The software list shall be approved before programming is developed.
 3. An organizational chart of the system supplier's project personnel, along with each person's resume and project involvement, unless the information was unchanged from a prior submittal.
 4. Preliminary or sample shop drawings, loop diagrams, interconnect diagrams, and schematics.
 5. Control system project schedule, coordinated with the demands of the general contractor schedule and including, at minimum, the following milestones:
 - a. Project coordination meeting dates
 - b. Purchase, fabrication, and assembly dates for hardware
 - c. Purchase and configuration dates for controller and HMI software
 - d. Shipment dates for control system equipment
 - e. Installation dates for control system equipment
 - f. Testing dates
 - g. Start-up dates for subsystems (controllers, workstations)
 - h. Training dates (factory and application training)
 - i. Dates of subsequent submittals
- C. Report from the PlantPAx System Estimator Tool: The system supplier shall submit a report based on component selection and sizing results from processor utilization calculation of the Rockwell Automation tool, including the tool's developed bill of material (BOM) of controllers, I/O, networks, drives, cabling, and devices.

- D. Input/Output (I/O) List: The system supplier shall submit a complete I/O address list (active and at least 20% spare) for equipment connected to the distributed control system.
1. The I/O list shall be organized so that all control panel devices show:
 - a. Tag numbers with loop numbers designated for sorting
 - b. Description of function
 - c. Wiring location
 - d. Point address (rack, slot, and point/channel)
 - e. Type (DO, DI, AO, AI, PO, or PI) (where D=Digital, A=Analog, P=Pulse)
 - f. Range/State
 - g. Engineering units
 - h. Alarm limits
 - i. Drawing location
 2. The I/O list shall be submitted in electronic file format.
- E. Software Packages Submittals: The system supplier shall submit descriptive literature, manufacturer catalog cuts, and detailed descriptions of control system project application for controller and HMI software packages.
- F. Network Infrastructure Submittals: The system supplier shall submit shop drawings or edited manufacturer catalog cuts and interconnection drawings for network switches. Drawings shall show dimensions, physical configurations, connection methods, and mounting details.
- G. Component Submittals: The system supplier shall submit shop drawings or edited manufacturer catalog cuts, layout drawings, and interconnection drawings for all control system equipment as specified in the related Sections. Schematics shall be included when systems cannot be clearly defined on a single line diagram.
1. Computer System Hardware
 2. Controller Hardware
 3. Control Panels and Panel-Mounted Equipment
 4. Network equipment and accessories
 5. Power supplies
 6. Surge suppressors
 7. Circuit Breakers. Fuses, relays, terminal blocks etc.
- H. Services Submittals
1. Testing: The system supplier shall submit a plan for system demonstration and final testing that includes subsystem descriptions, scope of testing, testing instruments to be used, and testing methods. Test reports shall be submitted for each subsystem.
 2. Training: The system supplier shall submit a plan for both factory and application training, including descriptions of training sessions.
- I. Final Submittals: The system supplier shall make a final submittal, including the following, at minimum.

1. Operation and maintenance manuals for all control system equipment in both hard copy and electronic file format – All documents shall be edited to strike out information that is not applicable.
2. Parts lists and spare parts recommendations.
3. As-built documentation – Final shop drawings, interconnection diagrams, and schematics shall be edited to incorporate change orders and modifications. Equipment and device wiring diagrams and other drawings shall be included to reflect the “as-built” condition, showing device tags, conduit/piping runs, supports, mounting details, and termination numbers.
4. Original Licensed Software and Licenses – Software shall be licensed to the facility at the time of purchase. Submittal shall include actual software, software documentation, and the license agreement with serial numbers and user registration numbers.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. The system supplier shall ensure that instruments and equipment are boxed or crated and covered with sheeting for protection during shipment and storage.
 1. All components shall be kept unexposed to elements which could degrade them, including weather, moisture, dust, and corrosive liquids and gases. Packaging shall include dehumidifying agents, as necessary.
 2. Finished surfaces shall be protected from damage, such as impact, abrasion, and discoloration.
- B. The system supplier shall ensure that instruments and equipment are mounted on skids for delivery to the jobsite.
 1. Lifting rings and/or other accommodations shall be provided for moving without removing protective sheeting.
 2. Weights and handling instructions shall be present on clearly visible and protected shipping tags.
- C. The system supplier shall ensure that control rooms and server rooms comply with the environmental requirements of sensitive equipment before its delivery.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Rockwell Automation – PlantPAx® Distributed Control System.
- B. Stratus Technologies (Servers)
- C. Manufacturers listed above are classified as sole source. No substitution will be considered.

2.2 SYSTEM COMPONENTS

- A. The distributed control system's network shall use Ethernet-based supervisory communication.
- B. The control system shall utilize manufacturers recommended network reference architectures to ensure it complies with the project's network resiliency requirements.
- C. The distributed control system, classified with the following architecture, shall be scalable.
 - 1. Distributed system architecture with multiple servers and multiple Operator Workstations (OWSs) and Engineering Workstation (EWS).
- D. The distributed control system's network shall use Ethernet-based supervisory communication.
- E. The distributed control system's components shall be selected and properly sized using the PlantPAx System Estimator Tool.
- F. Controllers, network media, and adapters shall support enhanced redundancy on EtherNet/IP networks.
- G. Process control components shall support continuous process and batch applications.
- H. I/O components shall deploy efficiently and provide flexible expansion.
- I. Motor control components shall offer simplified programming and configuration.
- J. Skid-based equipment, as specified in the related Sections, shall be fully integrated into the distributed control system.
- K. Development software shall be used to configure the various system components seamlessly.
- L. General Specifications:
 - 1. Instrumentation and electronic equipment shall use printed circuitry and be coated with epoxy or similarly treated to prevent contamination by dust, moisture, and other contamination. All on-site equipment and system components shall be designed for installation in dusty and humid conditions.
 - 2. Appropriate mounting hardware, floor stands, wall brackets, and racks shall be provided. Galvanized fasteners shall be used for wall-mounting and floor-mounting enclosures. Stainless steel fasteners shall be used in corrosive areas. Anchors shall be of appropriate depth.
 - 3. Modular construction-type equipment, capable of field expansion, shall be provided.
 - 4. Equipment, cabinets, and devices furnished shall be designed for continuous service. The products shall be similar, from a single manufacturer, and models which are currently in production.

5. Instrument and transmitter indicators shall be linear in process units, accurate to two percent or less.
6. To achieve protection from radio frequency interference, effective equipment separation, grounding, and bonding techniques shall be used.
7. The network components shall be interoperable with standard network equipment using IEEE 802.3 technology and there shall be no modifications of Ethernet protocol that create incompatibility.
8. The system's hardware components that are not herein specified shall be as specified in the related Sections.

M. Electrical Specifications

1. Materials and electrical equipment shall have all necessary approvals and certifications, including UL.
2. Electrical equipment shall be operable on 60 Hz at 120 VAC power, except as noted.
 - a. Regulators shall be provided between power supply and connected equipment where necessary.
 - b. Constant voltage transformers shall be supplied as required.
 - c. Switches with double-pole, double-throw contacts rated at a minimum of 600 VA shall be provided.
3. Electronic instrumentation shall use
 - a. EtherNet/IP
 - b. For Non-Ethernet/IP capable instrumentation, a protocol converter to Ethernet/IP shall be used.
 - c. If EtherNet/IP is not available, Isolated 4 to 20 mA DC, capable of 750 ohms may be used with engineer approval.
4. Zero-based signals will not be allowed. Noted exceptions to standard signals shall include:
 - a. Devices connected to field device networks.
 - b. Instruments within the same panel.
 - c. Equipment outputs that are converted to compatible standard signal.
5. Provisions shall be made in the design and construction to ensure that, if a power interruption occurs, the system shall go through an orderly shutdown with no memory loss and resume normal operation without a manual reset.
6. Surge protection.
 - a. Surge protection shall be provided for:
 - i. 120 VAC power feeds.
 - ii. Discrete and Analog signals.
 - iii. RF coaxial cable.
 - iv. Ethernet cable
 - v. Inductive loads.
 - vi. Telephone lines.
 - b. Surge protection for components shall be as specified in the related Sections.

2.3 SYSTEM INFRASTRUCTURE

- A. Managed Ethernet switches shall be installed and configured to connect devices.

1. NSR Switches: Network Server Rack Layer 3 Managed Ethernet Switches, Allen-Bradley Stratix 5410, Full firmware, shall have the following attributes:
 - a. 19-in. rack mount, scalable
 - b. Minimum 20 ports small form-factor pluggable (SFP) slots and transceivers.
 - c. 24V DC power input.
 - d. Environmental ratings, including –
 - i. -40°C to 70°C (-40°F to 158°F) operating temperature
 - ii. 5 to 90% relative humidity
 - e. Certifications/compliances, including –
 - i. cULus File E65584, Industrial Control Equipment
 - ii. European Union 2004/108/EC EMC Directive
 - f. ODVA conformance tested to EtherNet/IP specifications.
 - g. Meets IEEE-1588 standard for synchronization accuracy.
 2. Access Switches: (NIP, Networked MCC and Control Panels) Layer 2 Managed Ethernet Switches, Allen-Bradley Stratix 5400, Full Firmware, shall have the following attributes:
 - a. Din Rail mounted.
 - b. Scalable, 8 to 20 port versions, including RJ45, Combo, and PoE/PoE+.
 - c. 8 Gigabit Ethernet (GE) small form-factor pluggable (SFP) slots.
 - d. DLR
 - e. 24V DC power input.
 - f. Environmental ratings, including –
 - i. -40°C to 70°C (-40°F to 158°F) operating temperature
 - ii. 5 to 90% relative humidity
 - g. Certifications/compliances, including –
 - i. cULus File E65584, Industrial Control Equipment
 - ii. European Union 2004/108/EC EMC Directive
 - h. ODVA conformance tested to EtherNet/IP specifications.
 - i. Meets IEEE-1588 standard for synchronization accuracy.
 3. Firewall Appliance: Cisco Firepower 2120.
 - a. Rack Mounted
 - b. Dual multicore CPU
 4. Ethernet switches and switch components not herein specified shall be as specified in the related Sections.
 5. Small Form-factor Pluggable (SFP) Transceivers, Allen-Bradley Stratix, shall have the following attributes:
 - a. Single mode.
 - b. Gigabit Ethernet (GE) connections for distances up to 550 m (1804 ft) or Fast Ethernet (FE) connections for distances up to 10 km (32,808 ft).
 - c. Industrial rated for -40°C to 85°C (-40°F to 185°F).
 - d. Support Digital Optical Monitoring (DOM) via the command-line interface (CLI).
- B. Ethernet physical media shall be Cat 6e industrial-grade cabling, or better, with rugged connector construction.

1. Cabling components shall be selected based on an assessment of environmental factors of each area of the network:
 - a. Using M.I.C.E. (Mechanical - Ingress - Climatic/Chemical - EMI) analysis.
 - b. Complying with EtherNet/IP, ODVA, and EIA/TIA 569B ISO/IEC standards.
2. 2-pair and 4-pair twisted-pair cable (shielded or unshielded) lengths shall meet the transmission performance requirements formulated in the ODVA installation specification.

2.4 SERVERS

- A. Servers shall be hosted on server class computers.
- B. Process Automation System Server (PASS) shall host essential software components to run the system, along with the HMI servers, data server:
- C. The PASS system shall have a virtual infrastructure, where virtual machines run different operating systems and applications from separate locations on the same server, reducing downtime and maintenance costs. The virtualized PASS shall include:
 1. FactoryTalk Directory (FTD) server shall secure information from software across the network, allowing central administration and making applications and settings available without duplication.
 2. FactoryTalk Activation server shall manage the files required for over-the-Internet activation of the Rockwell Automation software products.
 3. FactoryTalk View HMI server shall store HMI project components, such as graphic displays, serving these components to workstations. The HMI server shall be capable of managing tag databases and logging historical data.
 4. FactoryTalk View Data server shall provide access to information from the process controllers to servers and workstations.
 5. FactoryTalk View Alarm and Event server shall publish information from controllers and servers, making it available to all subscribing workstations.
- D. PLANTPAX PASS license software shall include:
 1. PLANTPAX PASS Large 10-Client Bundle.
 2. Virtual Image Templates for Process Automation System Server.
 3. Virtual Image Templates for Process Automation Domain Controller
 4. Studio 5000 Professional V34
 5. FactoryTalk View Studio for FactoryTalk View Enterprise
 6. ThinManager FTA VFLX (Qty 5)
- E. Operator Workstation Application Server (AppServ-OWS) shall use Microsoft Remote Desktop Services (RDS) to serve up to ten operator workstations as thin clients from a single server.

- F. Engineering Workstation Application Server (AppServ-EWS) shall use Microsoft Remote Desktop Services (RDS) to serve up to five engineering workstations as thin clients from a single server.
- G. Domain Controller shall be local (within the local firewall) and shall store user account information, authenticate users, and enforce security policies.
- H. Server component details not herein specified shall be as specified in the related Sections.

2.5 WORKSTATION COMPONENTS

- A. Engineering Workstation (EWS) shall include all necessary hardware and software to monitor and maintain system operation: configuration, application development, and maintenance. The EWS shall include at minimum:
 - 1. Latest Intel I7 CPU with 32 GB RAM workstation, and:
 - a. Windows 10, 64 bit operating system
 - b. 2 TB SSD
 - c. Antivirus software
 - 2. Dual Graphics 32" display desk mounted.
 - 3. Wireless keyboard and mouse
 - 4. Rockwell PLC, HMI, Network development software installed
 - 5. Microsoft Office and Adobe software installed
- B. Operator Workstation. The local and remote operator workstation shall meet the following requirements:
 - 1. Latest Intel I7 CPU with 16 GB RAM min workstation, and :
 - 2. Windows 10, 64 bit operating system
 - 3. 1 TB SSD
 - 4. Dual Graphics display card , 4K resolution
 - 5. Two Monitors: 4K resolution , 32" desk mounted, the second being 50" flat monitor wall mounted
 - 6. Dual Port Ethernet card plus 1783-ETAP DLR capable module.
 - 7. Wireless keyboard and mouse
 - 8. Pre-Installed Software including Rockwell ThinManager Thin Client, Dual Port Ethernet, ACP ThinManager Read and applicable compatible software, tested and verified. Latest antivirus, firewall and security software.
 - 9. Microsoft Office and Adobe software installed
- C. Workstation components not herein specified shall be as specified in the related Sections.

2.6 PROCESS CONTROLLERS

- A. Each controller shall be sized considering its capacity for I/O count, including smart device signals.
 - 1. Controllers shall optimize use of network processing time, CPU processing time, and network bandwidth

2. Controllers shall define the schedule and priority of how programs are executed by using periodic tasks.
- B. Redundant Controllers shall be used in a redundant controller system, which includes:
1. Two matching 40 MB Allen-Bradley ControlLogix 1756-L85EP in two identical chassis: Each chassis shall include the same number of slots, modules placement, and redundancy firmware revisions. The controllers shall have two additional nodes outside the redundant chassis pair.
 2. One Allen-Bradley 1756-RM2 Redundancy Module per chassis which shall have the following attributes:
 - a. Allows establishing redundancy without additional controller programming.
 - b. Automatically sends data between controllers to keep both updated with changes.
 - c. Supports Device Level Ring and star topologies.
 - d. PlantPAx ready with embedded PlantPAx instructions
 - e. Supports import of offline changes without stopping the controller.
 3. EtherNet/IP fiber optic connection to bridge and support both real-time I/O messaging and message exchange.
- C. Each Redundant Controller shall provide the memory, speed, and processing capabilities to meet the demands of this process application.
1. Allen-Bradley ControlLogix 1756-L85EP shall have the following attributes:
 - a. Enhanced SDRAM memory technology. 40 MB memory.
 - b. High capacity, allowing more control strategies per task
 - c. On-board display
 - d. Energy Storage Module (ESM), eliminating the need for lithium batteries
 - e. Secure Digital (SD) card, rated for use in SIL 2 applications
 - f. Conformal coating
 - g. Environmental ratings, including –
 - i. -25°C to 50°C (-13°F to 122°F) operating temperature
 - ii. 5 to 95% relative humidity
 - h. Certifications/compliances, including –
 - i. UL, ULH, cULus, cULH, CE, ATEX
 - ii. Meets ANSI/ISA 71.04.2013 G2 Environment
 - iii. Meets ANSI/ISA 71.04.2013 G2 Environment (10-year exposure)
- D. Allen-Bradley CompactLogix Process controllers (5069-L320ERP or 5069-L340ERP) and associated IO modules shall be used for integration of skid-based equipment into the control system by:
1. Controlling loops or operating a subsystem with sequencing and automation.
 2. Accepting reference inputs and communicating with a supervisory controller.
- E. Controller components not herein specified shall be as specified in the related Sections.

2.7 FIELD NETWORKS

- A. The control system shall use an EtherNet/IP network with native interface cards to support controller downlinks and to provide supervisory connectivity to remote I/O and field device interfaces.
- B. The control system shall also provide controller connectivity to intelligent instrumentation and field device components, using communication through:
 - 1. EtherNet/IP.
 - a. Field instrumentation communicating via EtherNet/IP shall have pre-engineered Add-On Instructions (AOIs) and Add-On Profiles (AOPs), along with configurable faceplates that leverage the intelligence of process instrumentation to the PlantPax Distributed Control System. The field instrumentation shall be capable of providing seamless preferred integration with the control platform and shall have full interoperability testing and joint integration documentation. The field instrument transmitters with E/IP output shall communicate directly to the PlantPax network. Using an external third-party E/IP signal converter is unacceptable.
 - b. Linking devices shall support:
 - i. EtherNet/IP networks, redundant media, and DLR capabilities.

2.8 I/O PRODUCTS

- A. The control system shall include I/O components from the following families:
 - 1. 1756 ControlLogix I/O, chassis-based modules, supports online expansion
 - 2. 5094 Flex 5000 I/O, distributed, high channel density, small form factor
 - 3. 5069 Compact I/O, Modules for skid-based equipment
- B. The processor, Ethernet communication module, and each I/O component shall be supported with an Add-On Instruction (AOI), or embedded instructions, and the appropriate diagnostic faceplate to ensure the system has rich operator interface diagnostics.
- C. I/O components shall be as specified in the related Sections.

2.9 MOTOR CONTROL COMPONENTS

- A. The control system shall include motor control components with simplified programming and configuration as required by this application. Safety features shall protect personnel and assets, reducing downtime. Each motor control device shall be connected via the appropriate Process Library Object, if available. To ensure the system has rich operator interface diagnostics, each connected device shall include the appropriate AOI and diagnostic faceplate. The devices shall work seamlessly with the process control via automatic device configuration.
- B. Low voltage drives shall provide scalability, powerful performance, and flexibility. Low voltage drives included in the control system shall be capable of receiving configuration downloads from a Logix controller:

1. PowerFlex 753 AC drives and PowerFlex 755 shall have embedded I/O along with option slots for communications, safety, and additional I/O.
- C. Soft starters shall be included to reduce power requirements and equipment wear.
 1. SMC™ Flex Smart Motor Controllers shall have optimized configuration, advanced performance, and diagnostics in a modular design. Smart Motor Controllers shall have advanced monitoring and scalable design with network integration capabilities.
- D. Across-the-line starters, along with the following electronic overload relays that integrate the starters with Logix controllers, shall be included:
 1. E300 Electronic Overload Relays.
- E. A motor control center shall be included to integrate control in one centralized location.
 1. CENTERLINE 2100 MCC.
- F. Each motor control component shall be supported with a communication interface.
- G. Motor control components shall be as specified in the related Sections.

2.10 SOFTWARE

- A. Integrated Architecture® Builder software, part of the Studio 5000 Architect™ application, shall be used in the design of the distributed control system. Its PlantPAx System Estimator shall be used in the selection and sizing of components.
- B. Studio 5000® applications shall be used for programming, managing, and updating the distributed control system.
 1. Process strategies, which contain pre-connected objects for the control of process devices from the Rockwell Automation Library of Process Objects, and Add-On Instructions (AOI) shall be moved into the controllers using Studio 5000 Logix Designer®, included in the Studio 5000 Architect™ application.
 2. Engineers shall be able to manage and update the system using Studio 5000 Logix Designer.
- C. FactoryTalk® applications shall be resident on servers.
 1. The HMI server, data server, alarm and event server shall all be configured within the FactoryTalk View SE application.
 2. FactoryTalk Activation software shall apply and manage Rockwell Automation licenses for Rockwell Automation software products. The activation files shall be generated and distributed electronically over the Internet.
 3. FactoryTalk Historian software shall be used to configure the Historian server.
 4. FactoryTalk AssetCentre software shall be used to configure the Asset Management server.
- D. FactoryTalk® View SE shall be used for configuring, editing, and viewing HMI graphic displays.

1. Standards-based display elements (global objects) and their faceplates from the Rockwell Automation Library of Process Objects shall be used. Skid subsystems shall be integrated to ensure interface with a fully functional distributed control system.
 2. Graphic screens shall be developed making use of the global objects to address the needs of process control, incorporating field condition visualization, animation, and continuous updating.
 - a. Secure logon.
 - b. Facility overview, along with process, equipment, and device status displays.
 - c. Operator control of equipment functions, including set point adjustment and parameter tuning.
 - d. Alarms reporting, management, and history.
 - e. Trending for I/O values.
 - f. System diagnostics.
 3. ISA 101 standards for color, functionality, and symbols shall be utilized, based on those built into the global objects.
 4. Consistent, template-based user interface shall enable quick identification of abnormal situations.
 5. Modular design shall ease system modifications and reduce programming maintenance time.
- E. VMware firmware shall allow creation of virtual machines that run different operating systems and applications from various locations on the same server, facilitating:
1. Hardware upgrades without stopping operation or replacing the operating system on the server or workstation system elements.
 2. Reduced downtime and maintenance costs.
- F. Microsoft and Rockwell Automation Licensing in the facility's name shall be provided with the distributed control system.

2.11 DATA MANAGEMENT FUNCTIONS

- A. FactoryTalk Historian software shall use historical points (tags) in the system to enable the collection, management, and analysis of data.
1. The System Management Tool (SMT™) within FactoryTalk Historian shall be used to create time series data points at given intervals.
 2. Data shall be collected continuously, and compressed storage data algorithms shall be used to contain a vast amount of data in a small format.
 3. Past data shall be made available for review, allowing process events to be researched and explained.
 4. Analytical data produced shall include process variables, trends, and reporting.
- B. The control system shall have the capacity to develop, publish, and print reports.
1. Logged data from Historian tags shall be stored in an internal file set or an ODBC-compliant database, and shall be available to be:
 - a. Shown in trends.
 - b. Archived for future use.

- c. Analyzed using any ODBC-compatible reporting software, such as Microsoft Excel or Business Objects Crystal Reports.
- 2. FactoryTalk software shall use logged data to produce reporting tools such as time- series trends, bar charts, pie charts, Pareto charts, and tabular trends.

2.12 SECURITY FUNCTIONS

- A. The foundation of PlantPax security guidance is the industry standard IEC 62443-3-3
- B. FactoryTalk software security shall prevent unauthorized access by verifying the user's identity during logon and allowing only those permissions assigned to that user's access level group. FactoryTalk Security allows for integration with Active Directory for domain management.
 - 1. The control system shall have 4 access level groups, including:
 - a. Administrator
 - b. Engineering
 - c. Maintenance
 - d. Operators
 - 2. The control system shall be configured to allow or deny access for each group to view or make changes to any part of the system.
 - 3. The control system shall have the capacity to track security access.
- C. Controllers in the control system shall have enhanced protection from data intrusion risks independent of the FactoryTalk software security.
 - 1. Controllers shall accept communication only through selected slots.
 - 2. Programmed tag attributes shall control access and shall safeguard against value changes.
 - 3. Source keys shall be available to guard against the editing of programming code.
- D. Network Guidance
 - 1. PlantPax documentation and guidelines describe characterized architectures that use good security practices such as Logical Segmentation using vLANs and Firewall setup. As well as describing good practices for switch setup including port administration.
 - 2. High Availability architectures are recommended unless customers risk assessment determines otherwise.
- E. Disaster Recovery
 - 1. PlantPax documentation shall provide guidelines for good disaster recovery planning. This includes guidelines for server and configuration backup plans for implementation.
 - 2. The setup of AssetCentre shall allow for the backup of critical files such as controller logic, graphics, documentation, switch configurations, and device configurations. Also shall keep track of changes in programs and files informing the user of any discrepancies between the latest files and what is running in the plant.

2.13 ALARM AND STATUS FUNCTIONS

- A. An alarm procedure shall be established to ensure system performance and alignment with industry standards.
 - 1. The control system shall implement the complete alarm state model defined in ANSI/ISA-18.2-2009, Management of Alarm Systems for the Process Industries, or the equivalent international standard IEC 62682 Ed. 1.0:2014, Management of Alarm Systems for Process Industries, providing three mechanisms to prevent prolonged indications of an alarm.
 - a. The alarm shelving mechanism shall provide an operator-initiated means to prevent an alarm from indicating for a configurable time period.
 - b. The alarms suppressed by design mechanism shall provide a logic-initiated means to prevent an alarm from indicating based on process condition.
 - 2. The “out of service” (disable) alarms mechanism shall provide a maintenance-initiated means to prevent an alarm from indicating, safely taking the alarm out of service and preventing alarm status from logging into the historical database. When an alarm condition is detected, the server shall publish information to an operator workstation via FactoryTalk Alarm and Event Services.
 - a. Configured visualization components shall include an alarm summary, an alarm log viewer, and an alarm banner.
 - b. Audible alerts shall be configured according to priority, from low priority to urgent.
- B. Operators shall have access to information about status changes.
 - 1. All objects from the Rockwell Automation Library of Process Objects that are used in programming the control system shall bring with them built-in modes of control.
 - a. Operator Mode shall be controlled from the HMI.
 - b. Program Mode shall be controlled from the application code.
 - c. Override Mode shall bypass selected interlocks and permissive conditions.
 - d. Maintenance Mode shall bypass all interlocks, permissive conditions, and internal checks.
 - e. Hand Mode shall be controlled by hardwired control stations.
 - 2. Components shall be monitored and information shall be gathered and displayed on a system health screen for diagnostics.
 - a. Controller status information shall include CPU utilization, communication usage, memory usage, task scan times, and controller loading.
 - b. Server status information shall include diagnostics on the software components that run on the PASS, including an HMI server, data server, and an alarm and event server.
 - c. Information such as network status and where a break is in the EtherNet/IP network shall be gathered using data from the network devices.

PART 3 - EXECUTION

3.01 INSTALLATION AND CONFIGURATION

- A. The control system supplier shall ensure complete equipment, hardware, and network infrastructure installation according to the submitted project plan, including approved deviations.
 - 1. Controllers shall be installed in accordance with manufacturer specifications and shall be field-wired using best industry practices.
 - a. Installation areas shall be maintained free of dirt and dust during and after installation of controller products.
 - b. Anchoring and enclosures shall be provided as recommended by the manufacturer.
 - c. Ventilation slots shall not be obstructed.
 - d. All required cables, cords, and connective devices for interface with other control system components shall be provided.
 - e. Instrumentation devices and accessories shall be mounted and installed in accordance with manufacturer or third party provider specifications.
 - f. Instrument panels shall be provided with single-point grounding.
 - g. Installation methods shall minimize the introduction of electromagnetic interference (EMI) into the system.
 - h. Operator accessibility to devices for viewing, operating, and servicing shall be ensured.
 - 2. Servers and other computer equipment shall be protected from exposure to dirt, fumes, water, corrosive substances, and physical damage. Their installation shall protect them from all forms of electrical and magnetic energy that could reasonably cause damage.
 - 3. Network installation shall be trouble-free and reliable, meeting specified ODVA conformance.
 - a. All cables, terminations, data ports, and IP addresses shall be properly labeled.
 - b. Jack numbering schemes shall be documented in a plan view.
 - c. Ethernet network switches shall be configured to integrate systems as specified on the system architecture drawings.
 - d. A network certification report shall be provided, showing conformance with specified standards and certifications.
- B. The system supplier shall ensure software configuration and programming that achieves a fully-integrated and operational PlantPax Control system as herein specified and as specified in the related Sections.
 - 1. Controller software shall be fully configured using Studio 5000 capabilities and conforming to the planned control processes.
 - 2. Signals coming from third party vendor package panels shall be identified and fully integrated into the PlantPax Control system using library object instances and Add-On Instructions.
 - 3. HMI software shall be fully configured using FactoryTalk View SE programming to establish interactive graphical interfaces for monitoring, control, and alarm features.
 - 4. Ancillary component software shall be configured to interact with the PlantPax Distributed Control System.

3.02 TESTING

- A. General: The system supplier shall plan and execute an extensive procedure for testing the functionality of the component equipment, subsystems, network infrastructure, and the entirety of the installed distributed control system.
 - 1. The system supplier's responsibilities shall include:
 - a. Instituting a testing status sign-off form, a "PlantPAx Check List" available from the manufacturer, for the testing sub-procedures. Testing shall not be considered complete until all testing sub-procedures are approved and the sign-off form is submitted.
 - b. Furnishing all testing equipment and personnel required. As applicable, test equipment shall bear current calibration certification from a certified laboratory.
 - c. Performing tests using actual process variables, equipment, and data, whenever possible. Where actual process variables, equipment, and data are not available, the system supplier shall provide all special testing materials necessary for simulation.
 - d. Assuming the costs of travel when retesting is required.
 - 2. The procedure shall include factory and field testing. Preliminary unwitnessed tests shall be performed before the facility manager, engineer or representative attends tests.
- B. Factory Testing: No equipment shall be shipped to the jobsite until all factory testing results are witnessed and approved. Factory testing shall ensure conformance with standards and certifications herein specified or specified in the related Sections, along with satisfaction of the manufacturer's additional electrical and mechanical parameters.
 - 1. Factory testing shall be provided on:
 - a. All control system components shown on the system architecture drawings and provided by the system supplier.
 - b. Network configuration. Temporary network connections shall be provided as required for factory network testing.
 - 2. Before factory testing, a system audit shall be performed to confirm equipment model numbers and serial numbers, installed software (including improvement modules), and controller firmware configuration parameters. The audit documentation shall be available to testing personnel.
 - 3. Factory component testing shall include:
 - a. Inspection of all panels and enclosures, their layout, structure and finish – The testing personnel shall review drawings to ensure they are updated for current panel layout and wiring. Wire pull tests shall be performed.
 - b. An I/O point checkout (loop test) to verify proper I/O operation of equipment connected to the control system – The submitted I/O list shall be available to testing personnel. Testing methods appropriate to the I/O types shall be used.
 - c. Logic verification for performance, using simulation or other means – Control strategy, as documented, shall be verified for listed faults and failure conditions.
 - 4. Factory system testing shall include, but not be limited by, demonstration of:

- a. Ability to share data between operator workstations and servers.
 - b. Ability of workstations to read and write received files.
 - c. Ability of workstation report printers.
 - d. Operability of data storage methods.
 - e. Communication failure recovery.
 - f. Power failure recovery.
 - g. Capability of servers.
- C. Field Testing: After installation, the system supplier shall coordinate all operational readiness, functional demonstration, and site acceptance testing.
- 1. Operational readiness testing shall be performed on all equipment after installation and field wiring.
 - a. Inspections shall be performed on mountings, cable routing, wire runs, fan/blower air flow, and power conditioning.
 - b. All equipment shall be tested for calibration, configuration, and setup. Actual settings shall be recorded via forms or electronic file back-up.
 - c. A new I/O point I/O checkout (loop test) shall be performed to ensure setup is correct for monitoring and controlling.
 - d. Control strategy logic shall be re-verified as installed.
 - e. System testing, including the same demonstrations as during factory testing, shall be performed.
 - 2. Functional demonstration testing shall be performed after initial start-up.
 - a. With the control system running in automatic control, performance demonstrations shall be made of each of the subsystems to demonstrate stability.
 - b. A black start of the control system shall be performed to demonstrate that operation recovers as specified.
- D. Site acceptance testing shall be performed with only actual operating personnel controlling live processes. System supplier personnel familiar with the system shall be available for consultation. Successful completion of testing shall result in certification of installation.

3.03 FACTORY TRAINING

- A. The system supplier shall provide manufacturer led training programs for those working with the PlantPax Distributed Control System, including programming and design engineers and maintenance technicians. Instructor-led classes shall include:
 - 1. PlantPax System Fundamentals
 - 2. Studio 5000 Logix Designer: CompactLogix Fundamentals and Troubleshooting
 - 3. Network System Maintenance and Troubleshooting – EtherNet/IP hardware and software
- B. The manufacturer shall provide access to TechConnectSM Knowledgebase content as an ongoing resource.

END OF SECTION

SECTION 13330
PROCESS INSTRUMENTATION AND CONTROL SYSTEM
SUPERVISORY CONTROL AND DATA ACQUISITION
(SCADA) SYSTEM AND RTU

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Specification Section defines the requirements for the modifications of the existing SCADA HMI system and RTUs as part of City of Port Orange (OWNER), Florida's East Master Lift Station (EMLS) upgrades.
- B. This Specification Section defines the requirements for the SCADA SUPPLIER.
- C. The SCADA SUPPLIER shall be Data Flow Systems, Melbourne, Florida, no equal.
- D. The SCADA SUPPLIER shall modify the existing Process Control Panel (PCP) at the East Master Lift Station that include Data Flow RTU-8 and RTU-10. See specifications 13315 and 13325 for details.
- E. The SCADA SUPPLIER shall provide programming changes to RTU-8 and RTU-10 reflecting the modifications to the EMLS and Trains 1 and 2. See specifications 13325 for IO points.
- F. The SCADA SUPPLIER shall provide programming changes to SCADA graphics and database (East Master Lift Station and Trains 1 and 2 screens), reflecting the modifications to the EMLS and Trains 1 and 2.
- G. The SCADA SUPPLIER shall provide necessary programming to make available existing (RTU- 7, 8, 9, 10) IO points through Modbus communications.
- H. The SCADA SUPPLIER shall coordinate with the CSE and SYSTEM SUPPLIER, and jointly define the SCADA/RTU modifications including, but not limited to graphics, control logic, tags, IP addresses and PLC registers to be used for data exchange.
- I. The SCADA Supplier shall reference the contract specifications and P&ID drawings for all PLC Input and Output (IO) signals in implementing the SCADA system application modifications.

1.2 SYSTEM DESCRIPTION

- A. Contract Drawings provides a block diagram of that portion of the final PICS to be implemented hereunder.

- B. The existing Data Flow SCADA is being replaced with the PlantPAx DCS. The replacement is phased through several projects starting with the EMLS upgrades project.
- C. Existing RTU-8 and RTU-10 shall be modified to reflect the replacement of the Influent, Internal recycle and RAS pumps and instrumentations.
- D. Other modifications to (RTU- 7, 8, 9, 10) programming shall include making available IO points for Modbus communication to the new PICS.

1.3 RELATED WORK

- A. Specification Section 13300. PICS - General Requirements.
- B. Specification Section 13315. PICS – Control Panels.
- C. Specification Section 13325: PICS - Programmable Logic Controllers (PLC) System.
- D. All field and power wiring required for the system are furnished and installed under Division 16 – Electrical.

1.4 SUBMITTALS

- A. Furnish, as prescribed under the General Requirements, all required submittals covering the items included under this section and its associated sections of the work.
- B. Submit complete, neat, orderly, and indexed submittal packages. Handwritten diagrams are not acceptable and all documentation submittals shall be made using CADD generated utilities
- C. Partial submittals or submittals that do not contain sufficient information for complete review or are unclear will not be reviewed and will be returned by the Engineer as not approved.
- D. Provide all shop drawing submittals on disk in PDF format.
- E. Provide a SCADA system software submittal including the following:
 - 1. A listing of all process graphic screens to be modified.
 - 2. Operator graphic standards reflecting County standards.
 - 3. A written description of how the operator will interface with the process graphic screens. Support the description with samples of the graphics or pop-up windows to be used.
- F. Test Procedures: Submit the procedures proposed to be followed during all system testing. Procedures shall include test descriptions, forms, and check lists to be used to control and document the required tests.

- G. Test Reports: Upon completion of each required test, document the test by submitting a copy of the signed off test procedures to the Engineer.

1.5 FINAL DOCUMENTATION

- A. After the demonstration tests have been completed and as a part of the final acceptance requirements, submit the record drawings. Record drawings shall include, corrected for any changes that may have been made up through Substantial Completion:
 - 1. Listing of all software licenses with description of what is included.
- B. Record drawings shall be developed or converted to the latest version of AutoCAD. Provide two copies of all AutoCAD files on separate Compact Disks.
- C. Operating and Maintenance (O&M) Manuals: Provide the specified number of complete sets of three-ring bound O&M manuals in accordance with Division 1. Include descriptive material, drawings, and figures bound in appropriate places. Include:
 - 1. Cross references to any 3rd party O&M manuals.
 - 2. Additional operating and maintenance instructions in sufficient detail to facilitate the operation, removal, installation, adjustment, calibration and maintenance of each component provided with the system.
- D. All the submittal data for each component from the approved shop drawing submittals with corrections made on approved as noted items.
- E. A USB flash drive containing the shop drawing data in PDF format in the binder sleeve.

1.6 QUALITY CONTROL

- A. The SCADA Supplier shall be subcontracted by and paid by the Contractor.
- B. The SCADA Supplier shall meet all of the requirements of these specifications, and, unless specifically stated otherwise, no prior acceptance of any subsystem, equipment, or materials has been made.
- C. All equipment furnished by the SCADA Supplier shall be of the latest and most recent design and shall have overall accuracy as guaranteed by the manufacturer.
- D. Materials and equipment used shall be U.L. approved wherever such approved equipment and materials are available.
- E. Component equipment shall be as supplied by one of the manufacturers named or approved equal. The design of the system is based on the first-named manufacturer's equipment if there is a difference.

- F. To facilitate the Owner's operation and maintenance, products shall be of the same major MANUFACTURER, with panel mounted devices of the same type and model as far as possible.
- G. In order to insure the interchangeability of parts and the maintenance of quality, strict compliance with the above requirements shall be maintained.
- H. The SCADA Supplier shall designate a single point of contact for interface with the Engineer on this project. The Engineer reserves the sole right to approve or reject this point of contact.
- I. The SCADA Supplier shall provide experienced personnel on-site to coordinate and/or perform installation, termination, and adjustment; on-site testing; Owner training; and startup assistance for the system.

1.7 STANDARDS

- A. International Society of Automation (ISA), National Electrical Code (NEC), National Electrical Manufacturers Association (NEMA) standards and all applicable state and local requirements shall be used where applicable in the design of the system.
- B. Any additional work needed resulting from any deviation from codes or local requirements shall be at no additional cost to the Owner.

1.8 WARRANTY AND GUARANTEE

- A. In accordance with Division 1, the SCADA Supplier shall furnish to the Owner a written two year guarantee commencing with substantial completion, that all equipment and parts thereof, material and/or workmanship are of top quality and free from defects.

PART 2 - PRODUCTS

- A. NA

PART 3 - EXECUTION

3.1 PICS INTERFACE

- A. The following data shall be acquired from the PICS PLC via the Ethernet network:
 - 1. Current status of all PLC monitored points.
 - 2. Current values of all PLC monitored analog inputs.
 - 3. Current status of all PLC software control (i.e. H/O/A) switches.
 - 4. Current values of all control strategy set points.
- B. The SCADA Supplier shall coordinate directly with the SYSTEM SUPPLIER to ensure the required data is available in PLC register blocks and in a suitable format.

3.2 GRAPHICS

- A. Modify existing operator graphic screens providing the seamless functionality for the new and existing SCADA system as described under Specification 13326.
- B. HMI Screens modifications shall include :
 - 1. Overview screens
 - 2. Influent Pumping (East)
 - 3. BNR Trains
 - 4. Internal Recycle.
 - 5. RAS Pumping

3.3 OTHER HMI PROGRAMMING

3.4 PROGRAMMING ACCEPTANCE

- A. Regardless of any submittal approvals, final acceptance of the system programming will occur during the final Demonstration Test.
- B. The Engineer/Owner reserves the right to require minor changes in the graphics and programming during the test.

3.5 TRAINING

- A. The cost of training programs to be conducted with Owner's personnel shall be included in the Contract price.
- B. All training schedules shall be coordinated with, and at the convenience of the Owner. Shift training may be required to correspond to the Owner's working schedule.
- C. Provide a minimum of one day training for the Owner's personnel in the use of the HMI graphics.

3.6 TESTING

- A. Each test shall be in the cause and effect format. The person conducting the test shall initiate an input (cause) and, upon the system producing the correct result (effect), the specific test requirements will have been satisfied.
- B. All tests shall be conducted in accordance with, and documented on, prior approved procedures, forms, and checklists. Each specific test to be performed shall be described and a space provided after it for signoff by the appropriate party after its satisfactory completion. Copies of these signoff test procedures, forms, and checklists will constitute the required test documentation.
- C. Provide all special testing materials and equipment.

- D. The SCADA Supplier shall coordinate all of their testing with the Contractor, the Engineer, all affected suppliers, and the Owner.
- E. The Engineer reserves the right to test or retest any and all specified functions whether or not explicitly stated in the approved test procedures. The Engineer's decision shall be final regarding the acceptability and completeness of all testing.
- F. Prior to Substantial Completion, the SCADA Supplier shall demonstrate the fully operating system. This test will be witnessed by the Owner and/or the Engineer
- G. The responsible test witness may require modification of the operator graphics displays, etc. during this test before it is considered successful.

END OF SECTION

SECTION 13360

FIBER OPTIC SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Work includes furnishing, installing, terminating and testing, fiber optic cable, patch panels and appurtenances inside existing fiber optic enclosure panels as defined in the Contract Drawings.
- B. The SYSTEM SUPPLIER defined in Specification Section 13300 shall be responsible for coordinating all aspects of the fiber optic system.
- C. The CSE defined in Specification Section 13300 shall furnish, install, terminate and test fiber optic patch panel housings, adaptors and connectors to the existing fiber optic patch panels and cables throughout the WRF
 - 1. Furnish and install fiber optic housing panels and appurtenances in existing 21 panels in different locations within the WRF.
 - 2. Terminate 504 single mode fibers in existing 21 panels in different locations within the WRF.
 - 3. Provide a certified post termination Fiber Optic test report for all terminated fibers.
- D. All duct bank installation work covered by this specification shall be performed by a SUB-CONTRACTOR experienced in fiber optic cable installation.
- E. It is the ultimate responsibility of the CONTRACTOR to furnish a complete and fully operable system that supports the required functions specified elsewhere. The CONTRACTOR is to assume full responsibility for additional costs which may result from unauthorized deviations from the specifications.
- F. Equipment found to be defective prior to system acceptance shall be replaced and installed at no additional cost to the OWNER.

1.2 SUBMITTALS

- A. Shop Drawings: Submit, in a single package, catalog information, descriptive literature and drawings for all components of the fiber optic system.
- B. Test Procedure: Submit the procedure proposed to be followed during duct bank cable pulls. The procedure shall include data sheets to be used to record cable pull lengths and the attenuation readings before and after installation as defined in Part 3 herein.

1.3 FINAL DOCUMENTATION

- A. Provide a complete wiring diagram of the entire fiber optic system including termination numbers at all fiber patch panels.
- B. Distances and installed attenuation of all fiber runs within the duct bank system.
- C. Provide a hard copy of all final documentation and also in electronic format on a Compact Disk.

PART 2 - PRODUCTS

2.1 CONTROL SYSTEM FIBER OPTIC CABLE

- A. Provide fiber optic cable for implementing the fiber links required within the control system.
- B. Duct Bank Cable. The fiber optic cable within the duct bank system shall also meet the following requirements:
- C. Number of strands as shown on the Contract Drawings
- D. Single mode fiber, OS2 fiber.
- E. Indoor/outdoor rated for underground duct bank installation.
- F. All dielectric loose tube.
- G. Gel-filled.
- H. PE outer jacket.
- I. Manufacturer: Belden, Corning or approved equal.
- J. All conduit for fiber optic cable shall have a minimum bending radius of 16 inches. Final bending radius shall be determined by the fiber optic cable manufacturer.
- K. Fiber optic cable within buildings shall also meet the following requirements:
- L. Non-conductive, riser rated
- M. UL Type OFNR
- N. PVDF outer jacket
- O. Manufacturer: Belden, Corning or approved equal.
- P. Fiber patch cables shall be manufacturer's pre-fabricated two fiber cables with length as required for the application.

2.2 FIBER PATCH PANELS

- A. Fiber patch panels (FPP) shall be provided at all locations where fiber optic cable enters a building.
- B. FPP located outside shall be NEMA 4X 316 Stainless Steel lockable enclosures.
- C. FPP located indoors shall be NEMA 12 steel lockable enclosures.
- D. FPP shall contain one or more housings with sufficient LC compatible adaptor panels to accommodate all fibers terminating within the FPP. This requirement includes all dark fibers.
- E. The housing shall be equipped with strain relief for the cables and shall have a lockable access door.
- F. Provide Siecor WCH housing with CCH connector panels or approved equal

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install materials and equipment in a workmanlike manner utilizing craftsmen skilled in the particular trade. Provide work which has a neat and finished appearance. Coordinate the work with the OWNER and work of other trades to avoid conflicts, errors, and delays.
- B. Install suitably sized innerduct in all duct bank conduits. Exposed innerduct shall be labeled with fiber optic warning labels where they enter the duct bank and every three feet in between.
- C. All conduit within buildings shall be labeled every six feet with fiber optic warning labels.
- D. All cables within fiber patch panels shall be clearly labeled with destination.
- E. Install all duct bank fiber cable runs in accordance with the manufacturers recommendations and including:
- F. Use manufacturer approved cable lubricant.
- G. Use a pulling winch that continuously monitors and records the pull tension.
- H. Note from the distance markers on the cable the exact length of each installed run and record the information.
- I. All pulling equipment and hardware that will contact the cable shall be sized to maintain the cable's minimum bend radius.

- J. Do not utilize a figure-of-eight machine for installation without prior written confirmation of compatibility from both the machine and cable manufacturer.

3.2 TESTING

- A. Measure the attenuation of the fiber optic cable prior to installation and determine the average attenuation per foot.
- B. Following installation, measure the attenuation of each run and compare the attenuation per foot readings with those taken prior to installation. Replace any runs whose attenuation per foot reading is more than 10% higher than the pre-installation value.
- C. Provide all special testing materials and equipment.
- D. Coordinate all testing with the CONTRACTOR, the ENGINEER, all affected suppliers, and the OWNER.
- E. The ENGINEER reserves the right to test or retest any and all specified functions whether or not explicitly stated in the approved test procedures. The ENGINEER's decision shall be final regarding the acceptability and completeness of all testing.

END OF SECTION

SECTION 16050

ELECTRICAL - GENERAL PROVISIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required for a complete electrical system at the East Master Lift Station Pump Rehabilitation, City of Port Orange, Florida, hereinafter specified and shown on the Drawings.
- B. The work, apparatus and materials which shall be furnished under these Specifications and accompanying Drawings shall include all items listed hereinafter and/or shown on the Drawings. Certain equipment will be furnished as specified in other sections of these Specifications which will require wiring thereto and/or complete installation as indicated. All materials necessary for the complete installation shall be furnished and installed by the Contractor to provide complete power, lighting, communication systems, instrumentation, wiring and control systems as indicated on the Drawings and/or as specified herein.
- C. The Contractor shall furnish and install the necessary switchgear, cables, transformers, motor control centers, generators, protective devices, conductors, exterior electrical system, etc., to serve motor loads, lighting loads and miscellaneous electrical loads as indicated on the Drawings and/or as specified hereinafter.
- D. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All workmanship shall be of the highest quality; sub-standard work will be rejected.
- E. It is the intent of the Contract Documents that the Contractor will have the ultimate responsibility for the coordination of the Division 11, 13, 15 and Division 16 systems.
- F. Mount and wire speed indicators, variable frequency drives, reduced voltage sort starters, and process instruments furnished under other Divisions of these Specifications.
- G. Mount and wire isolation transformers, operator's stations, and power conversion equipment for all variable speed drive systems furnished under other Divisions of these specifications.
- H. Make all field connections to process instrument panels and other control panels furnished under other Divisions of these Specifications.
- I. For process instrumentation, furnish and install all conduit, wire and

interconnections between primary elements, transmitters, local indicators and receivers.

- J. Furnish necessary devices and make connections to provide power to drinking fountains and other equipment. This will require appropriate receptacles in some cases and direct wiring in other cases, depending upon equipment furnished.
- K. Install and wire all thermostats, aquastats and other devices furnished under other Divisions of this Specification directly controlling heating equipment or fan motors.
- L. Mount and wire electric heaters furnished under other Divisions of this Specification.
- M. Wire all ventilation equipment furnished under other Divisions of this Specification.
- N. Each bidder or his authorized representatives shall, before preparing his proposal, visit all areas of the site in which work under this division is to be performed and inspect carefully the present installation. The submission of the proposal by this bidder shall be considered evidence that he or his representative has visited the proposed site and noted the locations and conditions under which the work will be performed and that he takes full responsibility for a complete knowledge of all factors governing his work.
- O. All power interruptions shall be at the Owner's convenience. Each interruption shall have prior approval.
- P. It is the intent of these Specifications that the electrical system shall be suitable in every way for the service required. All material and all work which may be reasonably implied as being incidental to the work of this Section shall be furnished at no extra cost.

1.2 SERVICE & METERING

- A. Permanent electrical shall be provided by Florida Power & Light Company (FP&L) at voltages indicated on the drawings.
- B. The Contractor shall be responsible for all coordination with FPL. The FPL contact is Beverly Hutto, Port Orange Service Center–FPL, Office: 386-322-3439 Cell: 386-405-7978, Email: Beverly.k.Hutto@fpl.com
- C. The Contractor shall be responsible for all FPL costs. Contractor shall include \$75,000.00 as a bid allowance for all FPL work as shown on the electrical drawings which shall include the following:

1. Disconnect and remove existing FPL vault transformer and all associated FPL components.
2. Furnish and install FPL Powell Esco switch cabinets, FPL transformer, and primary conduit/cable as shown on Sheet E-02.

1.3 CODES, INSPECTION, & FEES

- A. All material and installation shall be in accordance with the latest edition of the National Electrical Code and all applicable national, local and state codes.
- B. Pay all fees required for permits and inspections including any charges associated with the service modifications.

1.4 TESTS

- A. Test all systems and repair or replace all defective work. Make all necessary adjustments to the systems and instruct the Owner's personnel in the proper operation of the systems.
- B. The following minimum tests and checks shall be made prior to the energizing of electrical equipment. Test shall be by an independent NETA certified testing firm, and a certified test report shall be submitted stating that the equipment meets and operates in accordance with the Manufacturer's and job specifications, and that equipment and installation conforms to all applicable Standards and Specifications:
 1. Testing and setting of protective relays for calibration and proper operation.
 2. Mechanical inspection of all circuit breakers 100 amps and larger to assure proper operation.
 3. Motors: Megger to ground each motor winding. Record date, motor temperature, terminal, reading and operator and have Owner representative sign off on each reading.
 4. Conductors: Megger to ground prior to termination all 600 volt conductors not used for service conductors. Record the date, conductor, reading and operator and have Owner representative sign off on each reading.
 5. Service Conductors: Megger to ground prior to termination in the presence of the Engineer or his representative all 600 volt service conductors. Record date, conductor, reading, operator, and have the Owner representative sign off on each reading.
 6. 480 Volt Switchboards: After installing, with circuit breakers closed, but prior to terminating any conductors or bus to the existing switchgear, megger each phase to phase and phase to ground. Record date, test (i.e. A/B or A/G), reading and operator and have Owner representative sign off on each reading.
 7. 480 Volt Motor Control Centers, Main Breakers, ATS, Power Panels: After installing, with circuit breakers closed, but prior to terminating any

conductors or bus to the motor control center, megger each phase to phase and phase to ground. Record the date, test (i.e. A/B or A/G), reading and operator and have Owner representative sign off on each reading.

8. Connections & Terminations:
 - a. 480 Volt Switchboards, Main Breakers, ATS and Motor Control Centers: Torque to Manufacturer's values in the presence of the Engineer or his representative. Record the date, conductor, torque, operator and have the Engineer sign off on each reading.
9. Data Base: After equipment suppliers test, calibrations, and inspection, megger all circuits leaving all switchgear and motor control centers. Record the date, conductor, circuit condition (i.e. load connected or unconnected), reading and operator and have Owner representative sign off on each reading.
10. Hot Spot Testing: Perform infrared hot spot inspection of the 480 volt switchboard, main breaker, ATS, motor control centers and associated equipment as soon as determined by the engineer that representative loads are present. Record the date, gear conditions found, operator and have the owner's representative who must be present for the inspection sign off in each instance.
11. Miscellaneous:
 - a. Meggering must be done at 1000 VDC for one minute. The ground plane used must be the one established at the main source of energy for conductors, switchboards and control centers. The motor frame may be used for the ground plane for motors.
 - b. In the course of construction, it will become necessary to temporarily energize some systems for testing. Confirm that any motor has been meggered prior to connection and testing. Do not leave any motor or system unattended and energized without written authorization.
 - c. An unsuccessful test will be one in which any one of the three megger readings differs from another by more than 25%. Engineer shall determine if cables and/or equipment bussing shall be replaced.

1.5 RELATED WORK

- A. Start-up: Section 01650.
- B. Demolition: Section 02050
- C. Project Record Documents: Section 01720
- D. Division 2: Sitework
- E. Division 3: Concrete

1.6 SLEEVES AND FORMS FOR OPENING

- A. Provide and place all sleeves for conduits penetrating floors, walls, partitions, etc. Locate all necessary slots for electrical work and form before concrete is poured.

1.7 CUTTING AND PATCHING

- A. All cutting and patching shall be done in a thoroughly workmanlike manner.

1.8 INTERPRETATION OF DRAWINGS

- A. The Drawings are not intended to show exact locations of conduit runs.
- B. All three-phase circuits shall be run in separate conduits unless otherwise shown on the Drawings.
- C. Unless otherwise approved by the Engineer conduit shown exposed shall be installed exposed; conduit shown concealed shall be installed concealed.
- D. Where circuits are shown as "home-runs" all necessary fittings and boxes shall be provided for a complete raceway installation.
- E. The Contractor shall harmonize the work of the different trades so that interferences between conduits, piping, equipment, architectural and structural work will be avoided. All necessary offsets shall be furnished so as to take up a minimum space and all such offsets, fittings, etc., required to accomplish this shall be furnished and installed by the Contractor without additional expense to the Owner. In case interference develops, the Owner's authorized representative is to decide which equipment, piping, etc., must be relocated, regardless which was installed first.
- F. Verify with the Engineer the exact locations and mounting heights of lighting fixtures, switches and receptacles prior to installation.
- G. The locations of equipment, fixtures, outlets, and similar devices shown on the Drawings are approximate only. Exact locations shall be as approved by the Engineer during construction. Obtain in the field all information relevant to the placing of electrical work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.
- H. Surface mounted panel boxes, junction boxes, conduit, etc., shall be supported by spacers to provide a clearance between wall and equipment.
- I. Circuit layouts shown are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power, lighting, and other electrical systems shown. Additional circuits shall be installed wherever needed to conform to the specific

requirements of the equipment.

- J. The ratings of motors and other electrically operated devices together with the size shown for their branch circuit conductors and conduits are approximate only and are indicative of the probable power requirements insofar as they can be determined in advance of the purchase of equipment.
- K. All connections to equipment shall be made as shown, specified, and directed and in accordance with the Manufacturer's approved shop drawings, regardless of the number of conductors shown on the Drawings.

1.9 SIZE OF EQUIPMENT

- A. Investigate each space in the building where equipment must pass to reach its final location. If necessary, the Manufacturer shall be required to ship his material in sections, sized to permit passing through such restricted areas in the building.
- B. The equipment shall be kept upright at all times. When equipment has to be tilted for ease of passage through restricted areas during transportation, the Manufacturer shall be required to brace the equipment suitably, to insure that the tilting does not impair the functional integrity of the equipment.

1.10 RECORD DRAWINGS

- A. Requirements for record drawings are specified in Section 01720: Project Record Documents.

1.11 COMPONENT INTERCONNECTIONS

- A. Component equipment furnished under this Specification will not be furnished as integrated systems. Contractor shall field install and wire completely all components.
- B. Contractor shall analyze all systems components and their shop drawings, identify all terminals and prepare drawings and wiring tables necessary for component interconnection. Contractor shall provide crimp on wire numbers on both ends of all control wiring installed between all panels furnished under this contract. These numbers shall directly relate to the interconnect wiring drawing furnished by the Contractor and be reflected in the record drawings submitted.

1.12 SHOP DRAWINGS

- A. As specified under other sections shop drawings shall be submitted for approval of all materials, equipment, apparatus, and other items as required by the Engineer.
- B. Shop drawings shall be submitted for the following equipment:

1. Panelboard (P1)
 2. Variable Frequency Drives (VFD)
 3. Dry Type Transformers
 4. Panelboards
 5. Lighting Contactor Panels
 6. Uninterruptible Power Supplies (UPS)
 7. Process Control Panels (furnished under Division 13)
 8. Surveillance Equipment
 9. Lighting Fixtures with Structural Engineering Certification
 10. Disconnect Switches
 11. Enclosed Circuit Breakers
 12. Motor Starters
 13. Lighting Contactors
 14. Emergency Battery Units
 15. Wire and Cable
 16. Conduit Drawings
 17. Equipment Racks with Structural Engineering Certification
 18. Field Instrument Transmitters and enclosures
 19. Coordination, Short Circuit and Arc Flash Study
- C. The Manufacturer name and product designation and catalog data sheet shall be submitted for the following material:
1. Conduit
 2. Receptacles
 3. Boxes and fittings
 4. Switches
 5. Lamps
 6. Control Relays
- D. Prior to submittal by the Contractor, all shop drawings shall be checked for accuracy and contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to Specifications and Drawings. This statement shall also list all discrepancies with the Specifications and Drawings. Shop drawings not so checked and noted shall be returned.
- E. The Engineer's check shall be only for conformance with the design concept of the project and compliance with the Specifications and Drawings. The responsibility of, or the necessity of, furnishing materials and workmanship required by the Specifications and Drawings which may not be indicated on the shop drawings is included under the work of this Section.
- F. The responsibility for all dimensions to be confirmed and correlated at the job site and for coordination of this work with the work of all other trades is also included under the work of this Section.
- G. No material shall be ordered or shop work started until the Engineer's approval of

shop drawings has been given.

1.13 MANUFACTURER SERVICES

- A. Provide Manufacturer services for testing and start-up of the following equipment:
 - 1. Variable Frequency Drives
 - 2. Other items as required by appropriate specification sections.
- B. The Manufacturer of the above listed equipment shall provide experienced Field Service Engineer to accomplish the following tasks:
 - 1. The equipment shall be visually inspected upon completion of installation and prior to energization to assure that wiring is correct, interconnection complete and the installation is in compliance with the manufacturer's criteria. Documentation shall be reviewed to assure that all Drawings, operation and maintenance manuals, parts list and other data required to check out and sustain equipment operation is available on site. Documentation shall be red-lined to reflect any changes or modifications made during the installation so that the "As-built" equipment configuration will be correctly defined. Spare parts shall be inventoried to assure correct type and quantity. The Manufacturer shall provide written approval that equipment supplied is approved for energization.
 - 2. The Field Service Engineers shall provide engineering support during the energization and check out of each major equipment assembly. They shall perform any calibration or adjustment required for the equipment to meet the Manufacturer's performance specifications.
 - 3. Upon satisfactory completion of equipment test, they shall provide engineering support of system tests to be performed in accordance with Manufacturer's test specifications.
 - 4. Two (2) 4-hour training sessions on operation, and two (2) 4-hour training sessions (one for each system) on maintenance and trouble-shooting procedures shall be provided for the Owner's maintenance personnel. All training shall be conducted at a facility provided by the Owner. The maintenance and trouble-shooting sessions shall be conducted with record "As-built" electrical drawings sufficient for a class of eight personnel.
 - 5. A final report shall be written and submitted to the Contractor within fourteen days from completion of final system testing. The report shall document the inspection and test activity, define any open problems and recommend remedial action. The Contractor shall forward a copy of this report to the Engineer for approval.

1.14 MATERIALS

- A. The materials used in all systems shall be new, unused and as hereinafter specified. All materials where not specified shall be of the very best of their respective kinds. Samples of materials or Manufacturer's specifications shall be submitted for approval as required by the Engineer.

- B. Materials and equipment used shall be Underwriters Laboratories, Inc. listed.
- C. Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored out-of-doors. Electrical equipment shall be stored in dry permanent shelters. If any apparatus has been damaged, such damage shall be repaired by the Contractor at his own cost and expense. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such special tests as directed by the Engineer, at the expense of the Contractor, or shall be replaced by the Contractor at his own expense.

1.15 COORDINATION, SHORT CIRCUIT AND ARC FLASH HAZARD STUDY

- A. General:
 - 1. The Contractor shall provide a Power System Study and Arc Flash Study for the electrical power distribution and motor control equipment. The studies shall be a totally independent effort to verify adequacy of all of the existing equipment as well as new additions being implemented under these Specifications. The studies shall be prepared by a professional Engineer, registered in the State of Florida, with demonstrated experience in the performance of industrial power system and fault arc hazard analysis. All work shall be submitted both hard copy and thumb drive. The studies shall be prepared using the latest version of the SKM Power Tools software. The following firms are approved for the study:
 - a. Judson Walker, P.E. RCDD (904) 219-0885
 - b. Industry Electric Design (Main, 678-6127-7507) (Cell, 770-531-0072 Work), Mr. Don Trawick, P.E.
 - 2. The Contractor shall provide data necessary to perform the study. This includes feeder cable sizes, approximate feeder length motor data, generator data, existing protective relay settings and any other information relevant to the study.
 - 3. A summary of the short circuit analysis shall be provided to the Contractor at the time shop drawings for all of the new equipment is submitted for approval.
 - 4. The Contractor shall provide complete sets of motor control center and emergency generator shop drawings for use in the studies.
- B. Scope:
 - 1. The short circuit study shall be in accordance with ANSI Standard C37.010 and C37.13, shall be performed to check the adequacy, and to verify the correct application of circuit protective devices and other system components specified. The study shall address the case when the system is being powered from the normal source as well as from the on-site generating facilities. Minimum as well as maximum possible fault conditions shall be adequately covered in the study.
 - 2. Fault contribution of all motors shall be considered. The Contractor shall

be responsible for obtaining all required data of equipment. All back-up calculations shall become part of the final report. The calculations shall be in sufficient detail to allow easy review.

3. The arc flash analysis study shall include the calculations of flash protection boundary limits and the incident energy exposure for the maximum arc producing flash expected from the electrical equipment. The study will determine incident energy exposure level and flash arc protection boundaries for the electrical equipment, based on IEEE-1584 and NFPA-70E. The study shall be based on the protective device settings and interrupting device clearing time.

C. Contents:

1. The study shall include representation of the power company's system, the base quantities selected, impedance source-data, calculation methods and tabulations, one-line and impedance diagrams, conclusions and recommendations. Short-circuit momentary duties, shall be calculated on the basis of an assumed bolted three-phase short circuit at the main breaker, ATS, 480 volt motor control center, distribution panelboard, pertinent branch circuit panelboard, and other significant locations throughout the systems. The short circuit tabulations shall include significant X to R ratios, asymmetry factors, KVA, and symmetrical fault current.
2. A protective device time current coordination study shall be included with coordination plots of key and/or limiting devices, tabulated data, rating, and/or settings selected. The study shall present an Engineering balance between the competing objectives of protection and continuity of service for the system specified, taking into account the basic factors of sensitivity, selectivity and speed.
3. Separate plots shall be provided for each mode, "normal," and, "standby," operation. Maximum fault values shall be shown in each case. Both power sources shown in one plot will not be accepted.
4. Generator short circuit decrement curves and thermal limit curves shall be included.
5. Required settings for breakers and relays shall be maximized to provide the most effective protection possible whether the system is fed from the normal or emergency source.
6. Tabulations indicating recommended set points for all protective devices shall be provided. This shall include the normal as well as the emergency source.
7. Arc Flash study shall include representation of the calculation methods and tabulations, and a one-line drawing of all identifying equipment included in this study. The complete study shall be turned over to the Owner as per 01420. as part of the study, the Contractor shall affix permanent adhesive non-fading labeling indicating the equipment ID number and required information as required by NFPA 70E. Two Arc Flash labels shall be provided for each equipment: The first label shall

provide arc flash information based on generator power (generator running). The second label shall provide arc flash information based on utility power (normal power). Samples of arc flash warning labels are presented below:

Figure 1

 WARNING	
Arc Flash & Shock Hazard Appropriate PPE Required	
Flash Protection Flash Hazard Category 1 Incident Energy <u>2.8</u> (cal/cm ²) Flash Protection Boundary <u>30 inches</u> Glove Class <u>00</u>	Shock Protection <u>480</u> VAC Shock Hazard When Cover is Removed Limited Approach Boundary <u>42 inches</u> Restricted Approach Boundary <u>12 inches</u> Prohibited Approach Boundary <u>1 inch</u>
PPE REQUIRED CAT.1 OR 2 FR SHIRT & PANTS, AR FACE SHIELD, SAFETY GLASSES, LEATHER GLOVES, EAR PLUGS	*Warning: Changes in equipment settings or system configuration will invalidate the calculated values and PPE requirements. Review every 5 yrs.
Bus Name: <u>CLKR-CLR-EF</u> Prot: <u>PD-CLKR-CLR</u>	
February 4, 2010	

Figure 2

 WARNING																					
Arc Flash and Shock Hazard Appropriate PPE Required																					
Arc Flash Protection - Flash Protection Boundary: _____ - Hazard Risk Category: _____ - Incident Energy at 18" (cal/cm²): _____	Required PPE <table border="0"> <tr> <td>☐ Hard Hat</td> <td>☐ T-shirt</td> </tr> <tr> <td>☐ Safety Glasses</td> <td>☐ FR Shirt</td> </tr> <tr> <td>☐ Safety Goggles</td> <td>☐ FR Pants</td> </tr> <tr> <td>☐ Face Shield</td> <td>☐ FR Coverall</td> </tr> <tr> <td>☐ Flash Hood</td> <td>☐ Flash Suite</td> </tr> <tr> <td>☐ Ear Protection</td> <td>☐ Leather Shoes</td> </tr> <tr> <td>☐ Long Pants</td> <td>☐ Leather Gloves</td> </tr> <tr> <td>☐ Long Sleeve Shirt</td> <td></td> </tr> <tr> <td>☐ Cotton Underwear</td> <td></td> </tr> <tr> <td>☐ Voltage Rated Gloves</td> <td></td> </tr> </table>	☐ Hard Hat	☐ T-shirt	☐ Safety Glasses	☐ FR Shirt	☐ Safety Goggles	☐ FR Pants	☐ Face Shield	☐ FR Coverall	☐ Flash Hood	☐ Flash Suite	☐ Ear Protection	☐ Leather Shoes	☐ Long Pants	☐ Leather Gloves	☐ Long Sleeve Shirt		☐ Cotton Underwear		☐ Voltage Rated Gloves	
☐ Hard Hat	☐ T-shirt																				
☐ Safety Glasses	☐ FR Shirt																				
☐ Safety Goggles	☐ FR Pants																				
☐ Face Shield	☐ FR Coverall																				
☐ Flash Hood	☐ Flash Suite																				
☐ Ear Protection	☐ Leather Shoes																				
☐ Long Pants	☐ Leather Gloves																				
☐ Long Sleeve Shirt																					
☐ Cotton Underwear																					
☐ Voltage Rated Gloves																					
Shock Protection Shock Hazard when cover is OPENED or REMOVED: _____ Limited Approach: _____ Restricted Approach: _____ Prohibited Approach: _____																					
Equipment ID: _____	Date: _____																				

- D. Motor Current-Time Characteristic Curves:
1. A complete independent set of current-time characteristic curves for all 480 volt motor drives indicating coordination between the protective relays and the thermal characteristics of the motor shall be provided.
 2. The Contractor shall obtain from the motor supplier, the necessary information to perform the study. Certified curves for, "Safe time vs. current at 100 percent voltage," and "Accelerating time vs. current at 100 percent voltage," shall become part of the final report.
- E. Motor Starting Study:
1. A motor starting study for all large electric drives to determine voltage dip or power inrush limitations at selected locations due to starting of motors shall be provided. This applies to both the normal and the emergency mode.
- F. Generator Protective Devices:
1. The study shall address all of the protective devices provided for generator protection.
 2. Protective relays requiring settings shall include, but not necessarily limited to:
 - a. Differential
 - b. Overcurrent with voltage restraint
 - c. Ground
 - d. Undervoltage
 - e. Reverse power
 - f. Unbalanced loading and open phase
 - g. Loss of excitation
- G. General Information for Time-Current Curves Presentation:
1. The coordination plots shall include complete titles, representative one-line diagrams, legends, associated power company's relay or system characteristics, significant motor starting characteristics, complete parameters for power, and substation transformers, and complete operating bands for low-voltage circuit breaker trip devices.
 2. The coordination plots shall define the types of protective devices selected, together with the proposed coil taps, time-dial settings and pickup settings required.
 3. The short-time region shall indicate the medium voltage relay instantaneous elements, the magnetizing in-rush, and ANSI withstand transformer parameters, the low-voltage circuit breaker instantaneous trip devices, fuse manufacturing to tolerance bands, and significant symmetrical and asymmetrical fault currents.
 4. Each primary protective device required for a delta-to-wye connected transformer shall be selected so that the characteristic or operating band is within the transformer parameters; which, where feasible, shall include a

parameter equivalent to 58 percent of the ANSI withstand point to afford protection for secondary line-to-ground faults.

5. Low-voltage power circuit breakers shall be separated from each other and the associated primary protective device, where feasible, by a 16 percent current margin for coordination and protection in the event of secondary line-to-line faults.
6. Protective relays shall be separated, where feasible, by a 0.3 second time margin when the maximum three-phase fault flows, to assure proper selectivity.

1.16 CONDUIT DRAWINGS

- A. In addition to the manufacturer's equipment shop drawings, the Contractor shall submit for the approval, electrical installation working drawings for the overall site work, electrical buildings, the sludge dewatering building, and all process structure areas containing the following:
 1. Concealed and buried conduit layouts shown on floor plans drawn at not less than 1/4-inch = 1-foot-0-inch scale. The layouts shall include locations of process equipment, motor control centers, transformers, panelboards, control panels and equipment, motors, switches, motor starters, large junction or pull boxes, instruments, and any other electrical devices connected to concealed or buried conduits.
 2. Plans shall be drawn with ACAD 2015, size 36-inch x 24-inch, and shall be presented in a neat, professional manner. Drawing files shall be provided for review.
 3. Concrete floors and/or walls containing concealed conduits shall not be poured until conduit layouts are approved.
 4. Site plan conduit layout drawings shall be at 1" = 60'0".

Note: ACAD drawing files are available from the Engineer.

1.17 OPERATION & MAINTENANCE DATA

- A. Submit complete operations and maintenance data for all equipment furnished under this Division in accordance with Section 01730. The manuals shall be prepared specifically for this installation and shall include all required cuts, Drawings, equipment lists, descriptions, complete part lists, etc. that are required to instruct operating and maintenance personnel unfamiliar with such equipment.

1.18 WARRANTY

- A. Provide a warranty for all the electrical equipment in accordance with the requirements of other sections, but in no case less than 1 year from date of owner acceptance.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 16108

MISCELLANEOUS EQUIPMENT

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish and install all miscellaneous equipment as hereinafter specified and as shown on the Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Disconnect Switches:

1. Fusible and non-fusible disconnect switches shall be heavy-duty, NEMA type H, quick-make, quick-break, visible blades, 600 volt, 3 pole with full cover interlock. All current carrying parts shall be copper.
2. Enclosure type shall be NEMA 4X 316 stainless steel with copper lugs except as otherwise shown on the Drawings.
3. Switches shall be horsepower rated as manufactured by dley, No equal.
4. Control wiring shall not pass through any disconnect enclosure. A junction box shall be provided, constructed of the same material as the disconnect, and utilized to separate power and control wiring prior to the disconnect enclosure.
5. Each disconnect shall be provided with a plastic nameplate, affixed to the enclosure without screws, identifying the equipment served.

B. Manual Motor Starters:

1. Manual motor starters shall be furnished and installed for single-phase motors. Manual starters shall be non-reversing, reversing or two speed type as shown on the Drawings. Built-in control stations shall be furnished where shown on the Drawings.
2. Enclosure type shall be NEMA 1 except as shown on the Drawings.
3. All outdoor enclosures shall be NEMA Type 4 stainless steel.
4. Manual motor starters shall be as manufactured by Allen Bradley, No equal.

C. Magnetic Motor Starters:

1. Motor starters shall be 2 or 3 pole, 1 or 3-phase as required, 60 Hz, 600 volt, magnetically operated, full voltage nonreversing except as shown on the Drawings. NEMA sizes shall be as required for the horsepower shown on the Drawings.
2. Two speed starters shall be for single or two winding motors as shown on the Drawings.
3. Each motor starter shall have a 120 volt operating coil, and control power transformer. Three phase starters shall have 3 overload relays. Auxiliary contacts shall be provided as shown on the Drawings or required.
4. Overload relays shall be non-adjustable, ambient compensated and manually reset.
5. Control power transformers shall be sized for additional load where required. Transformer secondaries shall be equipped with time-delay fuses.
6. Built-in control stations and indicating lights shall be furnished where shown on the Drawings.
7. Enclosure type shall be NEMA 1 except as shown on the Drawings.
8. NEMA Type 4 enclosures shall be stainless steel.
9. Magnetic motor starter shall be as manufactured by Allen Bradley, No Equal.

D. Combination Magnetic Motor Starters:

1. Motor starters shall be a combination motor circuit protector and 3-pole, 60 Hz, 600 volt, magnetically operated, full voltage non-reversing contactor except as otherwise shown on the Drawings. NEMA sizes shall be as required for the horsepower shown on the Drawings.
2. Two speed starters shall be for single or two winding motors as shown on the Drawings.
3. Each motor starter shall have a 120 volt operating coil and control power transformer. Three phase starters shall have 3 overload relays. Auxiliary contacts shall be provided as shown on the Drawings or required.
4. Overload relays shall be non-adjustable, ambient compensated and manually reset.

5. Built-in control stations and indicating lights shall be furnished where shown on the Drawings.
 6. Enclosure type shall be NEMA 1 except as shown on the Drawings.
 7. All outdoor enclosures shall be NEMA Type 4X 316 stainless steel.
 8. Motor circuit protectors shall be molded case with adjustable magnetic trip only. They shall be specifically designed for use with magnetic motor starters. Motor circuit protectors shall be furnished with bolt-on current limiting fuses.
 9. Combination magnetic motor starters shall be as manufactured by Allen Bradley, No Equal.
- E. Control Stations:
1. Control stations shall be NEMA 4X stainless steel heavy-duty type, with full size operators when located outdoors, in "NEMA 4" locations or in "Corrosive" areas.
 2. Control stations shall be Class 9001, manufactured by Allen Bradley, No equal.
 3. Pilot lights shall be complete with glass jewels and 150 volt lamps.
- F. Dry Type Step Down Transformers:
1. Transformers shall be dry type, two-winding with KVA and voltage ratings as shown on the Drawings.
 2. Four full capacity taps shall be furnished, two 2-1/2% above and two 2-1/2% below rated primary voltage.
 3. Transformers shall be built in accordance with ANSI C89 and NEMA ST1-4 with a maximum insulation temperature rise of 115° C.
 4. Transformers shall be manufactured by Allen Bradley, No equal.
- G. Control Relays:
1. Control relays shall be heavy duty machine tool type, with 10 ampere, 600 volt, convertible contacts. Time delay relays shall be pneumatic, adjustable 1/5 to 180 seconds.
 2. Relays shall be CR2810 and CR2820 as manufactured by Allen Bradely , No equal.
- H. Unless otherwise noted, all outdoor enclosures shall be NEMA 4X 316 stainless

steel. NEMA 4X push buttons and pilot lights shall be provided in all weatherproof control panels.

I. All Enclosures installed in “Corrosive” areas shall be non-metallic fiberglass reinforced polyester.

J. Electrical Switchboard Matting:

1. Electrical Switchboard matting shall be provided in the electrical rooms and control rooms around all electrical gear including Switchgear, Switchboard, MCC's, distribution/lighting panels, transformers and PLC's.
2. The rubber matting shall provide a floor covering to prevent shock around high voltage electrical apparatus, fuse boxes, switchgear, control panels and heavy machinery.
3. The matting shall meet current ASTM and ANSI (plus IEC Division of ANSI, Tech Committee-78) specifications for this material.
4. The matting shall be 1/4-inch thick, Class 2 as manufactured by The Mat King, or approved equal.
5. Provide floor sealant, suitable for electrical/control rooms.

END OF SECTION

SECTION 16110
RACEWAYS AND FITTINGS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish and install complete raceway systems as shown on the Drawings and as specified herein.

1.2 APPLICATIONS

- A. Except where otherwise shown on the Drawings, or hereinafter specified. The following describes the conduit requirements of the project:
 - 1. All raceways shall be in aluminum conduit unless otherwise noted in 2 through 6 below.
 - 2. Instrumentation circuits (4-20 mA signal wire) PVC Schedule 80 conduit with a #6 ground wire.
 - 3. Above ground VFD output power cable shall be installed in aluminum conduit. Below ground VFD output power cable shall be installed in schedule 80 PVC conduit.
 - 4. Conduits between the wetwell and the termination cabinet shall be PVC coated aluminum conduit.
 - 5. Conduits between the pumps and the disconnect shall be PVC coated aluminum conduit
 - 6. Underground power conductors and fiber optic cable shall be installed in Schedule 80 PVC conduits, unless otherwise noted.
- B. Where Schedule 80 PVC is used, all below grade elbows and risers to above grade shall be PVC coated GRS. All elbows above grade shall be suitably grounded. Conduit spaces shall be provided for underground conduit installation.
- C. All conduits entering or leaving Corrosive Areas shall have Crouse Hinds EYS conduit seals installed and filled with Chico cement.
- D. All conduit of a given type shall be the product of one manufacturer.
- E. All switch, outlet and control station boxes and fittings shall be cast aluminum FS boxes with aluminum covers.

- F. Concealed switch, outlet and control station boxes in NEMA 1 areas shall be aluminum.
- G. Terminal boxes, junction boxes, pull boxes, etc.; installed outdoors shall be NEMA 4X 316 stainless steel. All boxes installed indoors (except in corrosive areas) may be aluminum. Boxes in corrosive areas shall be PVC.
- H. Combination expansion-deflection fittings shall be used where exposed or embedded conduits cross structure expansion joints.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Rigid Metal Conduit

- 1. Rigid metal conduit shall be for use under the provisions of NEC Article 346.
- 2. Rigid aluminum conduit shall be 6063 alloy and shall be as manufactured by New Jersey Aluminum Corp., AFC Co., VAW of America, Inc., or approved equal.
- 3. PVC coated GRS conduit shall have a 1/50-in thick, polyvinyl chloride coating permanently bonded to the aluminum conduit and an internal phenolic coating, and shall be plasti-bond 2" as manufactured by Robroy Industries, Triangle PWC Inc., Perma-Cote Industries, or approved equal.

B. Rigid Nonmetallic Conduit

- 1. Rigid nonmetallic conduit shall be for use under the provisions of NEC Article 347.
- 2. PVC conduit shall be rigid polyvinyl chloride schedule 80 as manufactured by Carlon, An Indian Head Co., Kraloy Products Co., Inc., Highland Plastics Inc., or approved equal.

C. Liquidtight Flexible Conduit, Couplings and Fittings

- 1. Liquidtight flexible conduit shall be for use under the provisions of NEC Article 351A.
- 2. Liquidtight flexible conduit shall be Carflex by Carlon, or approved equal.
- 3. Fittings used with liquidtight flexible conduit shall be nylon.
- 4. Fittings installed on tanks, filter area, chemical rooms and other outdoor process areas shall be aluminum.

D. Flexible Couplings, Non-metallic

1. Flexible non-metallic couplings shall be as manufactured by the Crouse-Hinds Co., Appleton Electric Co., Killark Electric Manufacturing Co., or approved equal.

E. Boxes and Fittings:

1. PVC, aluminum and stainless steel switch and outlet boxes shall be manufactured by Carlon, Appleton, or approved equal.
2. Nema 1 terminal boxes, junction boxes, pull boxes etc., may be fiberglass (FRP) or stainless steel. Boxes shall be as manufactured by Hoffman Engineering Co., Stahlin, or approved equal. NEMA 4 boxes located outdoors shall be 316 stainless steel.
3. Cast aluminum boxes and fittings shall be copper-free aluminum with cast aluminum covers and corrosion-proof screws as manufactured by the Killark Electric Co., Crouse-Hinds Co., Appleton Electric Co., or approved equal.
4. Conduit hubs shall be as manufactured by Meyers Electric Products, Inc., Raco Div., Appleton Electric Co., or approved equal. Conduit hubs shall be provided for all outdoor conduit terminations.
5. Conduit wall seals shall be Type WSK as manufactured by the O.Z. Electrical Mfg. Co., or approved equal.
6. Combination expansion-deflection fittings shall be Type XD as manufactured by the Crouse-Hinds Co., or approved equal.
7. Conduit wall seals for new concrete walls below grade shall be O.Z./Gedney Co., Type WSK, Spring City Electrical Manufacturing Co., Type WDP, or approved equal.
8. Conduit wall seals for cored holes shall be Type CSML as manufactured by the O.Z./Gedney Co., or approved equal.
9. Conduit wall and floor seals for sleeved openings shall be Type CSMI as manufactured by the O.Z./Gedney Co., or approved equal.
10. Conduit sealing bushings shall be O.Z./Gedney Type CSB or approved equal.

F. Conduit Mounting Equipment:

1. Stainless steel channel and stainless steel hardware shall be used in all areas indoors or outdoors unless otherwise noted.

2. In “Corrosive” areas all mounting equipment shall be “non-metallic.”

PART 3 - EXECUTION

3.1 INSTALLATION

- A. No conduit smaller than 3/4-inch electrical trade size shall be used, nor shall any have more than four 90 degree bends in any one run. Pull boxes shall be provided as required or directed. Minimum size in floor slabs shall be 3/4-inch.
- B. No wire shall be pulled until the conduit system is complete in all details; in the case of concealed work, until all rough plastering or masonry has been completed; in the case of exposed work, until the conduit system has been completed in every detail.
- C. The ends of all conduits shall be tightly plugged to exclude dust and moisture while the buildings are under construction.
- D. Conduit supports shall be spaced at intervals as required to obtain rigid construction, but in no case less as required by the NEC.
- E. Single conduits shall be supported by means of one-hole pipe clamps in combination with one-screw back plates, to raise conduits from the surface. Multiple runs of conduits shall be supported on trapeze type hangers with steel horizontal members and threaded hanger rods. The rods shall be not less than 3/8-inch diameter. Material type shall be as specified in Section 2.
- F. Conduit hangers shall be attached to structural steel by means of beam or channel clamps. Where attached to concrete surfaces, concrete inserts of the spot type shall be provided.
- G. All conduits on exposed work shall be run at right angles to and parallel with the surrounding walls and shall conform to the form of the ceiling. No diagonal runs will be allowed. Bends in parallel conduit runs shall be concentric. All conduit shall be run perfectly straight and true. Conduits not installed in this fashion shall be replaced entirely at the Contractor’s expense with no cost to the Owner.
- H. No unbroken run shall exceed 300 feet in length. This length shall be reduced by 75 feet for each 90 degree elbow.
- I. Conduit terminating in pressed steel boxes shall have double locknuts and insulated bushings.
- J. Conduit terminating in gasketed enclosures shall be terminated with conduit hubs.
- K. Conduit wall seals shall be used for all conduits penetrating walls below grade or other locations shown on the Drawings.

- L. Liquidtight flexible metal conduit shall be used for all motor terminations and other equipment where vibration is present.
- M. Flexible couplings shall be used in hazardous locations for all motor terminations and other equipment where vibration is present.
- N. Conduit stub outs for future construction shall be provided with threaded PVC end caps at each end.
- O. Metallic conduit entering manholes and below grade pull boxes shall be terminated with grounding type bushings and connected to a 5/8" x 10" copperweld rod with a #6 bare copper wire.
- P. Underground 120 volt circuits (Schedule 80 PVC) shall be installed directly to the respective motor control centers, lighting panels, etc. Stainless steel pull boxes shall be wall mounted on structures to eliminate excessive bends. With prior approval, below grade pull boxes, equal to Brooks #2424 (minimum), with hot dip galvanized covers and frames may be used. Splices shall not be made in above or below grade pull boxes without prior approval.
- Q. A 4-inch (unless otherwise noted) concrete conduit housekeeping pad shall be required for all exposed conduit stub-ups. This applies to ALL exposed conduits installed indoors or outdoors.

3.2 CONDUIT IDENTIFICATION

- A. Exposed conduits shall be identified at the source, load, and all intermediate components of the raceway system. Examples of intermediate components include but are not limited to junction boxes, pull boxes, condulets, and disconnect switches. Identification shall be by means of an adhesive label with the following requirements:
 - 1. Labels shall consist of an orange background with black text. Text for the label shall be the conduit number as indicated in the conduit and wire schedules.
 - 2. In addition, at the source end of the conduit, a second line of text shall be included to indicate the load equipment name. This second line shall consist of the word "TO:" and the text in the 'TO' column of the conduit and wire schedule (e.g. TO: VFD-ETP-1). At the load end of the conduit, a second line of text shall be included to indicate the source equipment name. This second line shall consist of the word "FROM:" and the text in the 'FROM' column of the conduit and wire schedule (e.g. FROM: SWBD-3). This requirement applies only to the source and load ends of the conduit, and not anywhere in between.
 - 3. For conduits 3/4" through 1 1/2" in size, the text shall be a minimum 18 point font. For conduits 2" and larger, the text shall be a minimum 24 point font.

4. Label height shall be $\frac{3}{4}$ " minimum, and length shall be as required to fit required text. The label shall be installed such that the text is parallel with the axis of the conduit. The label shall be oriented such that the text can be read without the use of any special tools or removal of equipment.
 5. Labels shall be installed after each conduit is installed and, if applicable, after painting. Labels shall be printed in the field via the use of a portable label printing system. Handwritten labels are not acceptable.
 6. Labels shall be made of permanent vinyl with adhesive backing as manufactured by Brady, Seton equivalent, Panduit equivalent, or equal. Labels made of any other material are not acceptable.
- B. Conduits that are not exposed but installed beneath free standing equipment enclosures shall be identified by means of a plastic tag with the following requirements:
1. The tag shall be made of white Tyvek material, and have an orange label with black text, as described above, adhered to it. Text for the label shall be the conduit number as indicated in the conduit and wire schedules.
 2. The tag shall be affixed to the conduit by means of a nylon cable tie. The tag shall be of suitable dimensions to achieve a minimum text size of 18 points.
 3. Tags shall be White Tyvek as manufactured by Brady, Seton equivalent, Panduit equivalent, or equal.

END OF SECTION

SECTION 16120
WIRES AND CABLES

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish, install and test all wire, cable, and appurtenances as shown on the Drawings and as hereinafter specified.

1.2 SUBMITTALS

- A. Samples of proposed wire and cable shall be submitted for approval. Each sample shall have the size, type of insulation and voltage stenciled on the jacket.
- B. Approved samples will be sent to the project location for comparison by the Resident Engineer with the wire actually installed.
- C. Installed, unapproved wire shall be removed and replaced at no additional cost to the Owner.

1.3 APPLICATIONS

- A. Wire for lighting and receptacle circuits above grade shall be type THWN-2.
- B. Wire for all power motor circuits and below grade lighting and receptacle circuits shall be type XHHW-2, stranded.
- C. Cables between the VFD and the motor shall be VFD rated.
- D. Single conductor wire for control, indication and metering shall be type MTW No. 14 AWG, 19 strand or type XHHW No. 14 AWG stranded.
- E. Multi-conductor control cable shall be No. 14 AWG, 19 strand.
- F. Wire for process instrumentation or shielded control cable shall be No. 16 AWG, shielded and stranded. All shielded cables shall be provided with a #16 shielded ground.
- G. Ethernet Shielded Twisted Pair (STP) Cable shall be 600V rated Cat-6, yellow, Belden or approved equal.

1.4 MINIMUM SIZES

- A. Except for control and signal leads, no conductor smaller than No. 12 AWG shall be used.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All wires and cables shall be of annealed, 98 percent conductivity, soft drawn stranded copper conductors.

2.2 600 VOLT WIRE AND CABLE

- A. Type XHHW shall be cross-linked polyethylene (XLP); as manufactured by General Cable, Southwire Co., Collyer Insulated Wire Co., Rome Cable or approved equal.
- B. Type THWN shall be as manufactured by General Cable, Southwire Co., Collyer Insulated Wire Co., Rome Cable or approved equal.

2.3 INSTRUMENTATION AND CONTROL CABLE

- A. Process instrumentation wire shall be twisted pair, 600V, cross-linked polyethylene insulated, aluminum tape shielded, polyvinyl chloride jacketed, type "XLP" as manufactured by General Cable, American Insulated Wire Co., Eaton Corp. "Polyset," or approved equal. Multi-conductor cables shall be supplied with individually shielded twisted pairs.
- B. Multi-conductor control cable shall be stranded, 600V, cross-linked polyethylene insulated with PVC jacket, type "XLP" as manufactured by General Cable, American Insulated Wire Co., Eaton Corp. "Polyset," or approved equal.

2.4 VARIABLE FREQUENCY DRIVE (VFD) OUTPUT POWER CABLE:

- A. Section applies to power cables routed between the output of VFD's and motor terminals.
- B. Cable shall be rated for 2000 volts and shall meet the requirements below:
 - 1. Conductors shall be stranded Class B bare copper.
 - 2. All wire shall be brought to the job in unbroken packages and shall bear the data of manufacturing; not older than 12 months.
 - 3. Type of wire shall be XLPE RHH/RHW-2 rated 90 degrees C suitable for wet locations.
 - 4. Provide overall 5 millimeter metallic shield (copper tape shield) overlapped 50%.
 - 5. No wire smaller than No. 12 gauge shall be used unless specifically indicated.
 - 6. Cable construction shall consist of three insulated current-carrying phase conductors and three bare ground conductors, symmetrically placed between the phase conductors, and twisted beneath a continuous overall PVC polymeric jacket.

- C. Each ground conductor size (circular mil area) shall be one-third (1/3) of the NEC required size (circular mil area) for a single ground conductor. If one third of the required circular mil area does not correspond to a standard size (circular mil area) of construction, the next largest size of standard construction shall be used. All conductors shall be megger tested after installation and insulation must be in compliance with the Insulated Power Cable Engineers Association Minimum Values of Insulation Resistance.
- D. Manufacturers:
 - 1. Belden
 - 2. Flex
 - 3. Lutze

2.5 TERMINATIONS AND SPLICES

- A. Power Conductors: Terminations shall be die type or set screw type pressure connectors as specified. Splices (where allowed) shall be die type compression connector and waterproof with heat shrink boot or epoxy filling.
- B. Control Conductors: Termination on saddle-type terminals shall be wired directly with a maximum of two conductors per termination. Termination on screw type terminals shall be made with a maximum of two spade connectors. Splices (where allowed) shall be made with insulated compression type connectors. Heat shrink boots shall be utilized for all outdoor splices.
- C. Instrumentation Signal Conductors (including graphic panel, alarm, low and high level signals): Terminations permitted shall be typical of control conductors. Splices are allowed at instrumentation terminal boxes only.
- D. Except where otherwise approved by the Engineer no splices will be allowed in manholes, handholes or other below grade located boxes.
- E. Splices shall not be made in push button control stations, control devices (i.e., pressure switches, flow switches, etc.), conduit bodies, etc.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. All conductors shall be carefully handled to avoid kinks or damage to insulation.
- B. Lubrications shall be used to facilitate wire pulling. Lubricants shall be U.L. listed for use with the insulation specified.
- C. Shielded instrumentation wire shall be installed from terminal to terminal with no splicing at any intermediate point.

- D. Shielded instrumentation wire shall be installed in rigid steel conduit and pull boxes that contain only shielded instrumentation wire. Instrumentation cables shall be separated from control cables in manholes.
- E. Shielding on instrumentation wire shall be grounded at one end only, as directed by supplier of the instrumentation equipment.
- F. Wire and cable connections to terminals and taps shall be made with compression connectors. Connections of insulated conductors shall be insulated and covered. All connections shall be made using materials and installation methods in accordance with instructions and recommendations of the manufacturer of the particular item of wire and cable. The conductivity of all completed connections shall be not less than that of the uncut conductor. The insulation resistance of all completed connections of insulated conductors shall be not less than that of the uncut conductor.
- G. All wire and cable shall be continuous and without splices between points of connection to equipment terminals, except a splice will be permitted by the Engineer if the length required between the points of connection exceeds the greatest standard shipping length available from the manufacturer specified or approved by the Engineer as the manufacturer of the particular item of wire and cable.
- H. Steel fish tapes and/or steel pulling cables shall not be used in PVC conduit runs.
- I. All control and instrumentation circuits and wiring shall be clearly and permanently numbered and labeled at each end so as to identify the location of the opposite end and the function of the circuit. Individual wires in a multi-wire circuit shall be identified with wire numbers. Labeling shall be in place prior to turnover of any equipment, system or sub-system to Owner.

3.02 TESTS

- A. All 600-volt wire insulation shall be tested with a meg-ohmmeter after installation. Tests shall be made at not less than 1,000 VDC. See 16050 for additional testing requirements.
- B. All service conductors shall be tested as in paragraph A above. These tests shall be witnessed by the Engineer. A written report shall be submitted to the engineer for review.

END OF SECTION

SECTION 16150

MOTORS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish and install the motors as hereinafter specified and as called for in other sections of these Specifications.

1.2 QUALIFICATIONS

- A. Motor shall be sufficient size for the duty to be performed and shall not exceed their full-rated load when the driven equipment is operating at specified capacity. Unless otherwise noted, motors driving pumps shall not be overloaded at any head or discharge condition of the pump.

1.3 SUBMITTALS

- A. The motor manufacturer shall submit to the Engineer certified dimension prints showing nameplate data and outline dimensions within three weeks of the date they receive the order.
- B. Guarantee: All equipment furnished and installed under this Section shall be guaranteed against defects of workmanship, materials and improper installation for a period of one year from date of acceptance. All such equipment or parts proven defective, due to the above noted causes, shall be replaced in the machines by the Contractor at no expense to the Owner.
- C. Provide equipment warranty in accordance with Section 01740: Warranties and Bonds.

1.4 WARRANTY

- A. The Manufacturer shall provide a complete five (5) year warranty. Warranty shall commence at substantial completion of project. Any failure to comply with the contract documents or any defects that appear within the five year period shall be corrected at no cost to the owner.

PART 2 - PRODUCTS

2.1 RATING

- A. Unless otherwise noted, all motors shall be of the low voltage type. All motors 1/2 through 100 horsepower shall be rated 230/460 volt, 3 phase, 60 Hertz A.C.; motors 125 horsepower through 500 horsepower shall be rated 460 volt, 3-phase,

60 Hertz, and motors below 1/2 horsepower shall be rated 115/230 volt, 1 phase, 60 Hertz A.C.

2.2 THREE PHASE INDUCTION MOTORS

- A. Motors 20 HP and larger shall have a 120-volt space heater for moisture control.
- B. Unless specifically noted in other sections of these Specifications, all motors shall have a minimum as indicated in the table below. All motors shall be "premium efficiency" type.

TABLE 1

Motor HP	Min. Eff.	Max. dba	Motor HP	Min. Eff.	Max. dba
1-2	84.0%	74	25-30	92.0%	92
3-5	86.5%	79	40-50	93.0%	97
7.5-10	90.2%	84	60-75	94.0%	100
15-20	91.0%	89	100	94.1%	102

- C. Motors operating with variable frequency drives shall state that they are suitable for their intended applications. Motor nameplate shall read "Inverter Duty Rated".
- D. Motors larger than 100 Hp or operating with a VFD shall have imbedded a winding temperature switch.
- E. Motors operating with variable frequency drives (VFD's) shall meet requirements of NEMA MG1, Part 31.

2.3 CONSTRUCTION

- A. General:
 - 1. All dripproof and weather protected Type I motors shall have epoxy encapsulated windings. Totally enclosed motors shall not be encapsulated. Motors not readily available with encapsulated windings may be standard type. Motors exposed to the outside atmosphere shall be totally enclosed fan cooled (TEFC) unless otherwise specified.
 - 2. Squirrel-cage rotors shall be made from high-grade steel laminations adequately fastened together and to the shaft, or shall be cast aluminum or bar-type construction with brazed end rings.

B. Low Voltage, Three Phase Motors:

1. Motors shall be of the squirrel-cage or wound rotor induction type as noted. Horizontal, vertical solid shaft, vertical hollow shaft, normal thrust and high thrust types shall be furnished as specified herein. All motors shall be built in accordance with current NEMA, IEEE, ANSI and AFBMA standards where applicable. Motors shall be of the type and quality described by these Specifications, fully capable of performing in accordance with manufacturer's nameplate rating, and free from defective material and workmanship.
2. Motors shall have normal or high starting torque (as required), low starting current (not to exceed 600 percent full load current), and low slip.
3. Motors shall be totally enclosed fan-cooled construction with 1.15 service factor unless otherwise noted. Indoor motors shall be WPI unless otherwise noted.
4. Motors shall be suitable for operation in moist air with hydrogen sulphide gas present.
5. The output shaft shall be suitable for direct connection or belt drive as required.
6. Motors shall have a Class B nonhygroscopic insulation system. Class F insulation may be used but shall be limited to Class B temperature rise.
7. All motors shall have a final coating of chemical resistant corrosion and fungus protective epoxy fortified enamel finish sprayed over red primer over all interior and exterior surfaces. Stator bore and rotor of all motors shall be epoxy coated.
8. All fittings, bolts, nuts, and screws shall be 316 stainless steel. Bolts and nuts shall have hex heads.
9. All machine surfaces shall be coated with rust inhibitor for easy disassembly.
10. Conduit boxes shall be gasketed. Lead wires between motor frame and conduit box shall be gasketed.
11. Totally enclosed motors shall be provided with condensate drain hole and epoxy coated motor windings to protect against moisture.
12. Nameplates shall be stainless steel. Lifting lugs or "O" type bolts shall be supplied on all frames 254T and larger. Enclosures will have stainless steel screen and motors shall be protected for corrosion, fungus and insects.

13. Low voltage, three phase motors shall be manufactured by General Electric, U.S. Motors, Westinghouse or approved equal.
14. Fractional Horsepower:
 - a. Fractional horsepower motors shall be rigid, welded-steel, designed to maintain accurate alignment of motor components and provide adequate protection. End shields shall be reinforced, lightweight die-cast aluminum. Windings shall be of varnish-insulated wire with slot insulation of polyester film, baked-on bonding treatment to make the stator winding strongly resistant to heat, aging, moisture, electrical stresses and other hazards.
 - b. Motor shaft shall be made from high-grade, cold-rolled shaft steel with drive-shaft extensions carefully machined to standard NEMA dimensions for the particular drive connection.
 - c. For light to moderate loading, bearings shall be quiet all-angle sleeve type with large oil reservoir that prevents leakage and permits motor operation in any position.
 - d. For heavy loading, bearings shall be carefully selected precision ball bearings with extra quality, long-life grease, and large reservoir providing 10 years' normal operation without relubrication.
15. Integral Horsepower:
 - a. Motor frames and end shields shall be cast iron or heavy fabricated steel of such design and proportions as to hold all motor components rigidly in proper position and provide adequate protection for the type of enclosure employed.
 - b. Windings shall be adequately insulated and securely braced to resist failure due to electrical stresses and vibrations.
 - c. The shaft shall be made of high-grade machine steel or steel forging of size and design adequate to withstand the load stresses normally encountered in motors of the particular rating. Bearing journals shall be ground and polished.
 - d. Rotors shall be made from high-grade steel laminations adequately fastened together, and to the shaft. Rotor squirrel-cage windings may be cast-aluminum or bar-type construction with brazed end rings.
 - e. Motors shall be equipped with vacuum-degassed antifriction

bearings made to AFBMA Standards, and be of ample capacity for the motor rating. The bearing housing shall be large enough to hold sufficient lubricant to minimize the need for frequent lubrication, but facilities shall be provided for adding new lubricant and draining out old lubricant without motor disassembly. The bearing housing shall have long, tight, running fits or rotating seals to protect against the entrance of foreign matter into the bearings, or leakage of lubricant out of the bearing cavity.

- f. Bearings of high thrust motors will be locked for momentary upthrust of 30% downthrust. All bearings shall have a minimum B10 life rating of 100,000 hours in accordance with AFBMA life and thrust values.
- g. Vertical hollow-shaft motors will have nonreverse ratchets to prevent backspin.

C. Low Voltage, Single Phase Motors:

- 1. Single phase motors shall be split-phase and capacitor-start induction types rated for continuous horsepower at the rpm called for on the Drawings. Motors shall be rated 115/230 volts, 60 Hertz, single phase, open dripproof, or totally enclosed fan cooled as called for on the Drawings, with temperature rise in accordance with NEMA Standards for Class B insulation.
- 2. Totally enclosed fan cooled motors shall be designed for severe-duty.
- 3. Motors shall have corrosion and fungus protective finish on internal and external surfaces. All fittings shall have a corrosion protective plating.
- 4. Mechanical characteristics shall be the same as specified for polyphase fractional horsepower motors.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Motor Connections: All motors shall be connected to the conduit system by means of a short section 18-inch minimum of flexible conduit unless otherwise indicated. For all motor connections, the Contractor shall install a grounding conductor in the conduit and terminate at the motor control center with an approved grounding clamp.

3.2 TESTS AND CHECKS

A. The following tests shall be performed on all motors after installation but before putting motors into service.

1. The Contractor shall megger each motor winding before energizing the motor, and, if insulation resistance is found to be low, shall notify the Engineer and shall not energize the motor. The following table gives minimum acceptable insulation resistance in megohms at various temperatures and for various voltages with readings being taken after one minute of megger test run.

TABLE 2

Degree Winding Temperature		Voltage			
°F	°C	115V	230V	460V	4 160V
37	3.9	60	108	210	1,700
50	10	32	60	120	1,000
68	20	13	26	50	460
86	30	5.6	11	21	195
104	45	2.4	4.5	8.8	84
122	50	1	2	3.7	35
140	60	.5	.85	1.6	15

2. The Contractor shall check all motors for correct clearances and alignment and for correct lubrication, and shall lubricate if required in accordance with manufacturer's instructions. The Contractor shall check direction of rotation of all motors and reverse connections if necessary.

B. The following tests shall apply to the medium voltage motors:

1. See Paragraph 2.03 B.2 for test requirements.
2. All motors shall be given the standard short commercial test prior to shipment. This shall consist of no load current, check current balance, winding resistance, air gap measurement, high potential tests, and bearing

inspection. Six (6) copies of the certified short commercial test shall be mailed to the Engineer prior to shipment.

END OF SECTION

SECTION 16160

PANELBOARDS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor materials, equipment and incidentals required and install all panelboards as hereinafter specified and as shown on the Drawings.

PART 2 - PRODUCTS

2.1 RATING

- A. Panelboard ratings shall be as shown on the Drawings. All panelboards shall be rated for the intended voltage.

2.2 STANDARDS

- A. Panelboards shall be in accordance with the Underwriter Laboratories, Inc. "Standard for Panelboards" and "Standard for Cabinets and Boxes" and shall be so labeled where procedures exist. Panelboards shall also comply with NEMA Standard for Panelboards and the National Electrical Code.

2.3 CONSTRUCTION (NEMA 1)

- A. Interiors:
 - 1. All interiors shall be completely factory assembled with circuit breakers, wire connectors, etc. All wire connectors, except screw terminals, shall be of the antiturn solderless type and all shall be suitable for copper wire of the sizes indicated.
 - 2. Interiors shall be so designed that circuit breakers can be replaced without disturbing adjacent units and without removing the main bus connectors and shall be so designed that circuits may be changed without machining, drilling or tapping.
 - 3. Branch circuits shall be arranged using double row construction except when narrow column panels are indicated. Branch circuits shall be numbered by the manufacturer.
 - 4. A nameplate shall be provided listing panel type, number of circuit breakers and ratings.

- B. Buses:

1. Bus bars for the mains shall be of copper. Full size neutral bars shall be included. Bus bar taps for panels with single pole branches shall be arranged for sequence phasing of the branch circuit devices. Bussing shall be braced throughout to conform to industry standard practice governing short circuit stresses in panelboards. Phase bussing shall be full height without reduction. Cross connectors shall be copper.
2. Neutral bussing shall have a suitable lug for each outgoing feeder requiring a neutral connection.
3. Spaces for future circuit breakers shall be bussed for the maximum device that can be fitted into them.
4. Buses for 480V panelboards shall be rated for 65,000 amperes RMS symmetrical. Buses for 120/208V light panels shall be rated 10,000 amperes RMS symmetrical.

C. Boxes:

1. Recessed boxes shall be made from galvanized code gauge steel without multiple knockouts. Surface mounted boxes shall be painted to match the trim. Boxes shall be of sufficient size to provide a minimum gutter space of 4-inches on all sides.
2. Surface mounted boxes shall have an internal and external finish as hereinafter specified in paragraph D4.
3. At least four (4) interior mounting studs shall be provided.
4. All conduit entrances shall be field punched.

D. Trim:

1. Hinged doors covering all circuit breaker handles shall be included in all panel trims.
2. Doors shall have semi flush type cylinder lock and catch, except that doors over 48-inches in height shall have a vault handle and 3-point catch, complete with lock, arranged to fasten door at top, bottom and center. Door hinges shall be concealed. Two keys shall be supplied for each lock. All locks shall be keyed alike; directory frame and card having a transparent cover shall be furnished on each door.
3. The trims shall be fabricated from code gauge sheet steel.
4. All exterior and interior steel surfaces of the panelboard shall be properly cleaned and finished with ANSI Z55.1, No. 61 light gray paint over a

rust-inhibiting phosphatized coating. The finish paint shall be of a type to which field applied paint will adhere.

5. Trims for flush panels shall overlap the box by at least 3/4-inch all around. Surface trims shall have the same width and height as the box. Trims shall be fastened with quarter turn clamps.

E. Manufacturer:

1. 120/240V, single phase, 3-wire, and 120/208V 3-phase, 4-wire panelboards shall be type NLAB as manufactured by Allen Bradley, No Equal.
2. 480V, 3-phase, 3-wire panelboards shall be type CCB as manufactured by Allen Bradley, No Equal.

2.4 CONSTRUCTION (NEMA 4X)

A. Interiors and Buses:

1. Interiors and buses shall be as herein before specified for NEMA 1 construction.

B. Boxes and Covers:

1. Boxes and covers shall be made from stainless-steel with natural finish.
2. Boxes and covers shall be bolted together and gasketed.
3. Conduit openings shall be tapped.

C. Manufacturer:

1. NEMA 4X panelboards shall be 316 stainless steel as required by voltage application; manufactured by the same as the NEMA 1 panelboards.

2.5 CIRCUIT BREAKERS

- A. Panelboards shall be equipped with circuit breakers with frame size and trip settings as shown on the Drawings.
- B. Circuit breakers shall be molded case, bolt-in type.
- C. Circuit breakers used in 120/240 and 120/208V panelboards shall have an interrupting capacity of not less than 10,000 - amperes, RMS symmetrical.
- D. Three pole breakers used in 480V panelboards shall have an interrupting capacity of not less than 65,000 - amperes RMS symmetrical.

- E. GFCI (ground fault circuit interrupter) shall be provided for circuits where indicated on the Drawings. GFCI units shall be 1 pole, 120 volt, molded case, bolt-on breakers, incorporating a solid state ground fault interrupter circuit insulated and isolated from the breaker mechanism. The unit shall be U.L. listed Class A Group I device (5 milliamp sensitivity, 25 millisecond trip time), and an interrupting capacity of 10,000 amperes RMS.

2.6 SURGE SUPPRESSORS

- A. All panelboards shall be equipped with surge protection devices.
- B. Surge protection devices used in 120/240V or 120/208V panelboards shall be APT TE XDS series or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Boxes for surface mounted panelboards shall be mounted so there is at least 1/2-inch air space between the box and the wall.
- B. Unless otherwise noted on the Drawings, top of cabinets shall be mounted 6-feet 6-inches above the floor, properly aligned and adequately supported independently of the connecting raceways.
- C. All wiring in panelboards shall be neatly formed, grouped, laced, and identified to provide a neat and orderly appearance. A typewritten directory card identifying all circuits shall be placed in the card holder inside the front cover.

END OF SECTION

SECTION 16370

VARIABLE FREQUENCY DRIVES

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to furnish and install variable frequency drives as shown on the Drawings and as specified herein.
- B. These specifications are intended to give a general description of what is required, but do not cover all details which will vary in accordance with the requirements of the equipment furnished. They are, however, intended to cover the furnishing, the shop testing, the delivery and complete installation and field testing, of all materials, equipment and appurtenances for the variable frequency drives herein specified.

1.2 DESCRIPTION OF SYSTEM

- A. The variable frequency drives shall be furnished by the CONTRACTOR. The CONTRACTOR is responsible for complete system operation and necessary coordination.
- B. The variable frequency drives will operate motors as specified in Division 11 and Division 16. The drives furnished herein under shall be totally compatible and adequately sized with the Motors to be supplied.
- C. All variable frequency drives shall be provided with integrally mounted line reactors and output filters.
- D. The variable frequency drives shall integrate seamlessly to the PlantPAX distributed control system. Refer to specification section 13327.

1.3 QUALIFICATIONS

- A. Variable speed drives shall be of sufficient size for the duty to be performed and shall not exceed their full rated capacity when the driven equipment is operating as specified. To assure unity of responsibility, all equipment specified in this Section of the specifications shall be furnished and coordinated by the Contractor. Refer to the single line diagrams on the electrical sheets for the minimum required VFD ampacity ratings.
- B. The drives covered by these Specifications are intended to be equipment of proven ability as manufactured by reputable manufacturers having long

experience in the production of identical units. The equipment furnished shall be designed, constructed and installed in accordance with the best practice and methods, and shall operate satisfactorily when installed.

- C. The variable frequency control shall operate satisfactorily when connected to a bus supplying other solid state power conversion equipment which may be causing up to 10% total harmonic voltage distortion and commutation notches up to 36,500 volt microseconds, or when other variable frequency drives are operated from the same bus.
- D. Individual or simultaneous operation of the variable frequency drives shall not add more than 5% total harmonic voltage distortion to the normal bus, nor more than 10% while operating from standby generator (if applicable) per IEEE 519, latest edition. The load side of the main breaker shall be the point of common coupling (PCC). The short circuit current at point of common coupling under utility operation is approximately 46,544 Amps. A preliminary harmonic (voltage and current) analysis must be submitted with the VFD shop drawing by the variable frequency drive manufacturer, this must include all calculations, simply a statement of compliance is not acceptable. Compliance shall be verified by the variable frequency drive manufacturer with field measurements of the harmonic distortion difference at the point of common coupling with and without variable frequency drives operating. See testing requirements.
- E. The variable frequency drive manufacturer shall maintain and staff engineering service and repair shops through the United States, including the State of Florida, trained to do start up service, emergency service calls, repair work, service contracts and training of customer personnel.
- F. Approved manufacturers:
 - 1. Allen-Bradley 750 series, PlantPAX compatible. No equal.

1.4 SUBMITTALS

- A. Copies of all materials required to establish compliance with the specifications shall be submitted. Submittals shall include at least the following:
 - 1. Certified shop and erection drawings showing all important details of construction, dimensions and anchor bolt locations.
 - 2. Descriptive literature, bulletins and/or catalogs of the equipment.
 - 3. Data on the characteristics and performance of the variable frequency drives. Data shall include certification that the variable frequency drives are warranted for use with the motors specified in Division 11 and Division 16.

4. Complete drawings shall be furnished for approval before proceeding with manufacture and shall consists of master wiring diagrams, elementary or control schematics including coordination with other electrical control devices operating in conjunction with the variable frequency drive, and suitable outline drawings with sufficient details for locating conduit stub-ups and field wiring.
5. Generic schematics not specific to this project shall not be acceptable.
6. A list of the manufacturer's recommended spare parts with the manufacturer's current price for each item. Include gaskets, packing, etc. on the list. List bearings by the bearing manufacturer's numbers only.

1.5 TOOLS AND SPARE PARTS

- A. One (1) set of all special tools required for normal operation and maintenance shall be provided. If no special tools are required, then a statement to this effect shall be provided.

1.6 PRODUCT HANDLING

- A. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is completed and the units and equipment are ready for operation.
- B. All equipment and spare parts must be properly protected against any damage during a prolonged period at the site.
- C. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the Engineer.
- D. Each box or package shall be properly marked to show its net weight in addition to its contents.

PART 2 -PRODUCTS

2.1 GENERAL

- A. The SYSTEM SUPPLIER under Division 13 shall be responsible for furnishing and startup of complete variable frequency drives as described in this specification and as detailed on the applicable Drawings.
- B. The Contractor shall be responsible for the erection and installation of the equipment covered by this specification.
- C. The variable frequency drive shall be provided by a VFD manufacturer who has actively been manufacturing variable frequency drives for a period of at least five (5) years.

- D. The variable frequency drive shall be comply with the latest applicable standards of ANSI, NEMA, IEEE, and the National Electric Code.
- E. Variable frequency drive shall operate as specified on standby generators or normal power sources.
- F. The SYSTEM SUPPLIER shall provide a listing of all programmable parameters that are different from the factory default values. For each indicate the factory default and meaning and the revised value and meaning.
- G. The VFD shall each be equipped with a dual point Ethernet/IP interface for connection into the PICS network via a Linear or Device Level Ring (DLR) network. Provide Allen Bradley Power Flex 20-750-ENETR.

2.2 CONSTRUCTION

- A. Each variable frequency drive shall consist of a 460V, 3 phase rectifier, DC link and variable frequency inverter with features, functions and options as specified. The inverter shall be voltage source design using pulse width modulation (PWM) techniques.
- B. The variable frequency drives shall be rated for the HP, full load current and rpm of the motor. The variable frequency drives shall be designed to provide continuous speed adjustment of three-phase motors. The variable frequency output voltage shall provide constant volts-per-Hertz excitation to the motor terminals up to 60 Hertz.
- C. Inverters shall be capable of converting incoming three phase, 460V (+10 to -5%) and 60 Hertz (+/-2) Hertz power to DC bus levels. The DC voltage shall be inverted to a variable frequency drive output.
- D. Controllers shall be rated for an ambient temperature of 0°C to 40°C, an altitude of up to 3,300 feet above sea level and humidity of 0 to 95% non-condensing.
- E. VFDs shall have complete front accessibility.
- F. The following standard basic control features shall be provided on the inverter:
 - 1. Start, Stop, and indicating lights as shown on the drawings. Terminations for remote mounted operator control devices shall be furnished.
 - 2. Unidirectional operation, coast to rest upon stop.
 - 3. Variable linear independent timed acceleration.
 - 4. Variable torque performance from 4 to 60 Hertz.

5. Frequency stability of 0.5% for 24 hours with voltage regulation of +2% of maximum rated output voltage.
 6. LED status indication for Power On, Run, Inverter Enable, Overcurrent, Overvoltage, Overtemperature, Low Supply, and Phase Loss.
 7. 115V AC control power for operator devices.
 8. Phase insensitive to input power.
 9. Automatic restart upon return of power following a utility outage. Drive shall require manual reset after three (3) attempts in a 60 second period.
- G. The following protective features shall be provided on the drive:
1. Input AC circuit breaker with an interlocked, pad lockable handle mechanism and AC input line current limiting fuses for fault current protection of AC to DC converter section and circuit breaker. Minimum short circuit rating of 65,000 AIC shall be provided.
 2. Electronic overcurrent trip for instantaneous overload protection.
 3. Undervoltage and phase loss protection of output.
 4. Over-frequency protection.
 5. Over-temperature protection.
 6. Surge protection from input AC line transients.
 7. Electrical isolation between the power and logic circuits, as well as between the 115V AC control power and the static digital sequencing.
 8. Drive to be capable of withstanding output terminal line short or open circuits without component failure.
 9. Output filters with di/dt and dv/dt protection for converter semiconductors.
 10. Units shall have an English language (no codes) alphanumeric diagnostic display. LED indication of overfrequency, instantaneous overcurrent, DC overvoltage, AC undervoltage/loss-of-phase, emergency stop, overload, overtemperature, inverter pole trip and standby modes shall be provided and door mounted. Additional door mounted status indicating LEDs for self-diagnostic including run, phase loss, micro-processor fault, as well as board mounted LEDs including one for each inverter pole gating signal, each inverter pole status and each logic level VDC used. A comprehensive microprocessor based digital diagnostic system which monitors its own

control functions and displays faults and operating conditions is also approved.

H. The following standard independent adjustments shall be provided on the inverter:

1. Minimum speed (1 to 60 HZ).
2. Maximum speed (1 to 60 HZ).
3. Acceleration time 1 to 60 Sec.
4. Deceleration time 1 to 60 Sec.
5. Volts per Hertz.
6. Stability adjustment, if required.
7. Voltage boost (100 to 600 percent of nominal V/HZ ratio at 1 HZ tapering to 100 percent at 20 HZ).

I. Additional control circuitry as shown on the drawings.

2.3 INTEGRAL PASSIVE HARMONIC FILTER (ONLY REQUIRED FOR INFLUENT PUMP VFD'S)

- A. The passive harmonic filter (hereafter called the filter) shall be designed to filter all characteristic low frequency harmonics (5th, 7th, 11th, 13th, etc.), generated from three phase diode rectifier loads such as variable frequency drives (VFD), while improving the system power factor.
- B. The filter shall consist of inductive element(s) in series with the load and an inductive-capacitive network in parallel with the load (shunt).
- C. The filter shall not adversely react with or resonate with the power system or attract harmonics from other sources. The filter shall be provided with a normally closed contact which shall open and isolate the VFD connection from the filter when the VFD is not running.
- D. The filter shall be UL- and cUL-Listed under UL 508A.
- E. The harmonic filter shall be warranted free from defects both in materials and in workmanship for a period of three years from the date of shipment, when applied in accordance with the manufacturer's recommended procedures.
- F. All filters shall be installed in the VFD enclosure.
- G. The filter manufacturer shall be TCI, Jacksonville, Florida or approved equal.
- H. The filter described in this specification shall be used on a 480-Volt, 3-phase, 60 Hertz system. The filter horsepower ratings shall be determined in accordance with the VFD Schedule.
- I. Submittals shall include the following information:
 - a. Outline dimensions, conduit entry locations and weight.

- b. Customer connection and power wiring diagrams.
- c. Complete technical product description.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall ensure that the VFDs are integrated with the PICS for testing.

3.2 INSTALLATION

- A. The motor control center housings shall be bolted to angle iron sills imbedded in the concrete on the two longest sides. The sills shall be the full length of the motor control center housing and shall be installed level in all directions.
- B. Field installed interior wiring shall be neatly grouped by circuit and bound by plastic tie wraps. Circuit groups shall be supported such that circuit terminations are not stressed.
- C. The motor control centers shall be maintained in an upright position at all times. Lifting shall be only at the floor sills or the top mounted lifting angle.
- D. The motor control centers shall be protected against damage at all times. Any damage to the paint shall be carefully repaired using touch-up paint furnished by motor control centers manufacturer.

3.3 START UP

- A. The Contractor shall provide the services of a competent and experienced equipment manufacturer's factory field engineer to supervise start-up and provide training to the Owner's personnel. The factory field engineer shall be available for three (3) - eight (8) hour day to inspect the installed equipment and supervise the start-up demonstration and testing as specified in Section 01650: Start-up, and additional testing and training as specified herein. The factory field engineer shall be available for two (2) additional eight (8) hour days (a total of five (5) - eight (8) hour days) to provide factory and on-site training to the Owner's personnel as specified herein. Training of the Owner's personnel will only be considered valid for approval by the Engineer if it takes place after the successful start-up and demonstration test.

3.4 TRAINING

- A. The training and instruction shall be directly related to the System being supplied.
- B. The Supplier shall provide classroom training detailed manuals to supplement the training courses. The manuals shall include specific details of equipment supplied and operations specific to the project.

- C. The Supplier shall make use of teaching aids, manuals, slide/video presentations, etc. After the training services, such materials shall be delivered to Owner.
- D. The training program shall represent a comprehensive program covering all aspects of the variable frequency drive and maintenance of the system.
- E. All training schedules shall be coordinated with, and at the convenience of the Owner. Shift training may be required to correspond to the Owner's working schedule.
 - 1. Theory of Operation
 - 2. Use of Software
 - 3. Troubleshooting
- F. On-site Training: On-site (field) training shall be conducted at the Owner's Plant Site and shall provide detailed hands-on instruction to Owner's personnel covering: system debugging, program modification, trouble-shooting, maintenance procedures, calibration procedures, and system operation.

3.5 TESTS AND CHECKS

- A. The following minimum tests and checks shall be made after the assembly of the motor control centers, but prior to the termination of any field wiring.
- B. Megger terminals and buses after disconnecting devices sensitive to megger voltage.
- C. A 1,000 VDC megger shall be used for these tests.
- D. The first test shall be made with main circuit breaker closed and all remaining breakers open. A second test shall be made with all circuit breakers closed.
- E. The test results shall be recorded and forwarded to the Engineer for his review. Minimum megger readings shall be 100 megohms in both tests.
- F. The following shall be done before energizing the motor control centers.
 - 1. Remove all current transformer shunts after completing the secondary circuit.
 - 2. Install overload relay heaters based on actual motor nameplate current. If capacitors are installed between starter and motor, use overload relay heaters based on measured motor current.
 - 3. Check all mechanical interlocks for proper operation.
 - 4. Vacuum clean all interior equipment.

END OF SECTION

SECTION 16402
UNDERGROUND SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish and install a complete underground system of ducts, manholes and handholes all as hereinafter specified and shown on the Drawings.

1.2 RELATED WORK

- A. Excavation and backfilling is included in Division 2.
- B. All concrete and reinforcing steel shall be included under Division 3.
- C. Conduit for ducts shall be as specified under Section 16110.
- D. Ground rods and other grounding materials and methods shall be as specified under other Sections of Division 16.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Ducts shall be PVC type DB encased in concrete, unless otherwise noted.
- B. Cable racks, supports, pulling-in irons, manhole steps, and hardware shall be stainless steel manufactured by Cope or approved equal. All hardware shall be 316 stainless steel.
- C. Precast manholes and handholes shall be heavy duty type, designed for a Class H20 wheel load. Precast manholes and handholes shall be as manufactured by Brooks Products Co., or approved equal.
- D. Handhole covers and frames shall be provided as required.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Ducts shall be installed to drain away from buildings; ducts between manholes or handholes shall drain toward the manholes or handholes. Duct slopes shall not be less than 3 inches per 100 feet.
- B. Duct banks shall be reinforced as shown on the Drawings.

- C. Duct lines shall be laid in trenches on a clean backfill bedding not less than 6 inches thick and well graded.
- D. Plastic spacers shall be used to hold ducts in place whether concrete encased or not. Spacers shall provide not less than 2-inch clearance between ducts.
- E. The minimum cover for duct lines shall be 24 inches unless otherwise permitted by the Engineer.
- F. Duct entrances to buildings and structures shall be made with steel conduit not less than 10 feet long.
- G. PVC duct terminations at manholes shall be with PVC end bells. Steel conduits shall be terminated with insulated, grounding-type bushings.
- H. Where bends in ducts are required, long radius elbows, sweeps and offsets shall be used.
- I. All ducts shall be rodded and a mandrel drawn through followed by a swab to clean out any obstructions which may cause cable abrasions. The mandrel shall be 12 inches in length and the diameter 1/2 inch less than the inside diameter of the duct.
- J. Spare ducts shall be plugged and sealed watertight at all manholes, buildings and structures.
- K. Ducts in use shall be sealed watertight at all manholes, buildings and structures.
- L. Pulling-in irons shall be installed opposite all duct entrances to manholes, equal to Cope Cat. No. 311-9.
- M. Cable racks shall be cut to length for one, two, three or four vertical tiers of cables. Racks shall be mounted with 1/2 inch by 4 inch expansion bolts on manhole walls. Arms similar and equal to Cope Cat. No. 325-T4, 325-T75 and/or 325-T10 for one, two and/or three cables respectively shall be furnished and installed with Cat. No. 326-T22 porcelain insulators for support of cables. Lock clips shall be furnished and installed to secure hooks in position.
- N. Cables shall be trained in manholes and supported on racks and hooks at intervals not greater than 3 feet-0 inches and supports shall be installed on each side of all splices. Furnish inserts on all manhole walls for mounting future racks as well as racks required for present installation. Branch circuit conductors shall not be run in manholes.
- O. PVC coated rigid steel conduit shall be used for risers. For fiber runs, a fiber to PVC coated rigid steel conduit adapter shall be used at the lower end of the elbow and the elbow and all exposed conduit shall be PVC coated.

- P. All risers from underground shall be given a heavy coat of bitumastic paint from a point 1 foot-0-inch below grade to a point not less than 6 inches above grade or surface of slab.
- Q. All joints shall be made so as to prevent the passage of concrete inside the conduit to form obstructions or cause cable abrasions.
- R. Manhole covers in streets shall finish flush with finished paving and in other areas shall finish 3 inches above crown of adjacent roadway. Floor elevations of manholes shall be so set that the center line of the lowest conduit entering will be not less than 1-foot above the floor and center line of the highest conduit entering will be not less than 1 foot below the roof slab.
- S. Concrete monuments shall be provided at each stubbed conduit location. Monuments shall be as shown on the Drawings and shall be installed in the same manner outlined for manhole covers.
- T. A #6 bare copper wire (stranded) shall be installed in each 4-inch PVC conduit.
- U. A 5/8-inch by 20-foot copperclad ground rod shall be driven in the bottom of each manhole. All bond wires and galvanized steel conduits shall be bonded to the ground rod.

END OF SECTION

SECTION 16450
GROUNDING SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish and install a complete grounding system in strict accordance with Article 250 of the National Electrical Code and as hereinafter specified and shown on the Drawings.

1.2 RELATED WORK

- A. Wire shall be as specified under Section 16120.
- B. Conduit shall be as specified under Section 16110.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Ground rods: Ground rods shall be copperclad steel 5/8-inch x 20 foot. Ground rods shall be Copperweld or be an approved equal product.

PART 3 - EXECUTION

3.1 GENERAL

- A. The service entrance equipment ground bus shall be grounded to a 3/4-inch cold water pipe, to the ground grid and to the building steel. The protecting conduits shall be bonded to the grounding conductor at both ends. The Contractor shall not allow the water pipe connections to be painted. If the connections are painted, they shall be disassembled and remade with new fittings.
- B. Ground bus in all motor control centers and unit substations shall be connected to the service entrance equipment ground bus with a No. 3/0 conductor.
- C. All steel building columns shall be bonded together and connected to the building ground grid and to the service entrance ground with a No. 3/0 copper conductor. The bond wire for all well pumps shall be connected to the well pump casing via Cadweld.
- D. Conduits stubbed-up below a motor control center shall be fitted with insulated grounding bushings and connected to the motor control center ground bus. Boxes mounted below motor control centers shall be bonded to the motor control center ground bus. The grounding wire shall, unless otherwise indicated on the

drawings, be sized in accordance with Table 250-122 of the National Electrical Code, except that a minimum No. 12 AWG shall be used.

- E. Motors shall be grounded as specified in Section 16150, Motors.
- F. Step down Transformer neutrals shall be grounded to a grounding electrode and the service entrance ground.
- G. Grounding electrodes shall be driven as required. Where rock is encountered, grounding plates may be used in lieu of grounding rods.
- H. All equipment enclosures, motor and transformer frames, conduits systems, cable armor, exposed structural steel and similar items shall be grounded.
- I. Exposed connections shall be made by means of approved grounding clamps. Exposed connections between different metals shall be sealed with No-Oxide Paint Grade A or approved equal. All buried connections shall be made by welding process equal to Cadweld.
- J. For reasons of mechanical strength, grounding conductors extending from the plant grounding grid to the ground buses of control centers and unit substations shall be No. 1/0 AWG.
- K. The plant grounding grid conductors shall be embedded in backfill material around the structures.
- L. All underground conductors shall be laid slack and where exposed to mechanical injury shall be protected by pipes or other substantial guards. If guards are iron pipe or other magnetic material, conductors shall be electrically connected to both ends of the guard.
- M. The Contractor shall exercise care to insure good ground continuity, in particular between the conduit system and equipment frames and enclosures. Where necessary, jumper wires shall be installed.

3.2 TESTS

- A. The Contractor shall test the ground resistance of the system by 3 point fall of potential method. All test equipment shall be provided by the Contractor and approved by the Engineer. Dry season resistance of the system shall not exceed 5 ohms. If such resistance cannot be obtained with the system as shown, the Contractor shall provide additional grounding as directed by the Engineer, without additional payment. The Contractor shall submit all grounding system test results to the Engineer for review.

END OF SECTION

SECTION 16500
LIGHTING SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish and install complete lighting systems including panelboards, transformers, lighting fixtures, receptacles, switches, contactors, clocks and all necessary accessories and appurtenances required as hereinafter specified and shown on the Drawings.

1.2 STANDARDS

- A. All lighting fixtures shall be in accordance with the National Electrical Code and shall be constructed in accordance with the latest edition of the Underwriters Laboratories "Standards for Safety, Electric Lighting Fixtures." All lighting fixtures shall be Underwriters Laboratories labeled.

1.3 RELATED WORK

- A. Panelboards shall be as specified under Section 16160.
- B. Conduit shall be as specified under Section 16110.
- C. Wire shall be as specified under Section 16120.
- D. Transformers shall be specified under Section 16108.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Switches:
 - 1. Wall switches shall be of the indicating, toggle action, flush mounting quiet type. All switches shall conform to Federal Specification W-S-896-D.
 - 2. Wall switches shall be of the following types and manufacturer or approved equal.
 - a. Single pole - Arrow-Hart No. 1991 or Leviton No. 1221-2.
 - b. Double pole - Arrow-Hart No. 1992 or Leviton No. 1222-2.
 - c. Three way - Arrow -Hart No. 1993 or Leviton No. 1223-2.
 - d. Four way - Arrow-Hart No. 1994 or Leviton No. 1224-2.

- e. Single pole, key operated - Arrow-Hart No. 1991-L or Leviton No. 1221-2L.
- f. Momentary contact, 2 circuit, center off - Arrow-Hart No. 1895 or Leviton No. 1256.
- g. Weatherproof cover for Arrow-Hart 2900 series tap action switches - Arrow-Hart Catalog No. 2881-G.

B. Receptacles:

1. Wall receptacles shall be of the following types and manufacturer or approved equal.
 - a. Single, 20A, 125V, 1P, 3W; Arrow-Hart No. 5361 or Leviton No. 5361.
 - b. Duplex, 20A, 125V, 2P, 3W; Arrow-Hart No. 5362 or Leviton No. 5362.
 - c. Weatherproof, 20A, 125V, 2P, 3W; Arrow-Hart No. 5362 or Leviton No. 5361 and Crouse-Hinds WLRD-1 cover or Leviton No. 4926.
 - d. Corrosion-resistant, duplex, 20A, 125V, 2P, 3W; Arrow-Hart No. 5739-CR or Leviton No. 5362CR and Crouse-Hinds WLRD-1 cover.
 - e. Ground fault interrupter, duplex, 20A, 125V, 3P, 2W; Arrow-Hart No. GF5362 or Leviton No. 6899.
 - f. Stainless steel indoor mounting plate for G.F.I. receptacle; Arrow-Hart Catalog No. S-26.
 - g. Weatherproof cover for G.F.I. receptacle in FS box; Arrow-Hart No. 4501-FS or Leviton No. 6196.
 - h. Clock hanger, 15A, 125V, 2P, 3W; Arrow-Hart No. 452 or Leviton No. 628.
 - i. Single, 20A, 250V, 2P, 3W; Arrow-Hart No. 5461 or Leviton No. 5461.
 - j. Single, 30A, 125V, 2P, 3W; Arrow-Hart No. 5716N; cap: Arrow-Hart No. 5717N or Leviton No. 5371.
 - k. Clothes dryer, 30A, 125/250V, 3P, 3W; Arrow-Hart No. 9344N. Cap: Arrow-Hart No. 9352AN or Leviton No. 5209 and No. 9382-P.
2. Special wiring devices shall be provided as noted of the drawings.
 - a. Tamper resistant duplex receptacle Leviton No. 5262-SG or approved equal.
 - b. Scene select microprocessor dimmer Leviton No. 17765 or approved equal.
 - c. Surge protective duplex receptacle Leviton No. 5380 or approved equal.

C. Device Plates:

1. Plates for flush mounted devices shall be of the required number of gangs for the application involved and shall be 302 (18-8) high nickel stainless steel of the same manufacturer as the device.
2. Plates for surface mounted device boxes shall be of the same material as the box.

D. Lighting Fixtures:

1. Lighting fixture types shall be as shown on the "Lighting Fixture Schedule" on the Drawings. The catalog numbers listed are given as a guide to the design and quality of fixture desired. Equivalent designs and equal quality fixtures of other manufacturers will be reviewed. Photometric and minimum in order for Engineer to consider equivalency.

E. Lamps:

1. All lamps shall be LED type.
2. All lamps shall be of one manufacturer and shall be as manufactured by Lithonia, Kenall, Hubble Beghelli, Columbia or approved equal.

F. Flexible Fixture Hangers:

1. Flexible fixture hangers used in nonhazardous areas shall be Type ARB and flexible fixture supports used in hazardous areas shall be Type ECHF as manufactured by the Crouse-Hinds Company or approved equal.
2. Stainless steel channel, roll formed into U-shape, shall be used to span between building steel for mounting of fixtures where required by fixture location or as indicated on the Drawings. Channel shall be as manufactured by Unistrut Corporation or approved equal.

G. Lighting Contactor:

1. Lighting contactor shall be of the electrically operated, mechanically held type in NEMA 4X stainless steel enclosures of the number of poles as called for on the Drawings.
2. Contactors shall be rated for 20A-600 volt contacts and be similar and equal to Automatic Switch Company bulletin 1255-166 RC.

H. Photocell:

1. Intermatic K4400 series or equal.

PART 3 - EXECUTION

3.1 CAPS

- A. Each fixture shall be a completely finished unit with all components, mounting and/or hanging devices necessary, for the proper installation of the particular fixture in its designated location and shall be completely wired ready for connection to the branch circuit wires at the outlet.
- B. When fixtures are noted to be installed flush, they shall be complete with the proper accessories for installing in the particular ceiling involved. All flush mounted fixtures shall be supported from the structure and shall not be dependent on the hung ceilings for their support.
- C. Flexible fixture hangers shall be used for all pendant mounted fixtures.
- D. Conduit run in areas with hung ceilings shall be installed in the space above the hung ceiling as close to the structure as possible. Conduits shall be supported from the structure.
- E. Receptacles in process areas and shops shall be mounted 36 inches above the floor unless otherwise noted on the Drawings.
- F. Receptacles in office and other like areas shall be mounted 18 inches above the floor unless otherwise noted on the Drawings.

3.2 CLEANING UP

- A. All fixtures shall be left in a clean condition, free of dirt and defects, before acceptance by the Engineer.

END OF SECTION

SECTION 22 13 30

SCREW CENTRIFUGAL PUMPS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for furnishing and installing screw centrifugal pumps.
- B. Screw centrifugal pumps shall be specifically designed to pump raw unscreened sewage, biosolids, or other media containing solids and/or rags and other fibrous materials without clogging.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Complete manufacturer product data.
 - 2. Shop drawings including all dimensions, connection details, and materials of each component.
 - 3. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
 - 4. Manufacturer qualification data.
- C. The submittal data shall be prepared, in its entirety, by the equipment manufacturer. Shop drawings prepared by the manufacturer's sales representative, fabrication shop, or other than the listed manufacturer shall not be acceptable. No additions or modifications to the manufacturer's submittal shall be accepted, with the sole exception of a cover letter provided by the manufacturer's local representative.

1.3 QUALITY ASSURANCE

- A. All pumping equipment furnished under this Section shall be of a manufacture that has been used in similar applications and it shall be demonstrated to the satisfaction of the Owner that the quality is equal to equipment made by that manufacturer specifically named herein.
- B. Screw centrifugal pump, complete with motor, coupling, baseplate or soleplate, necessary guards, and all other required accessories and appurtenances shall be furnished by the pump manufacturer to ensure compatibility and integrity of the individual components, and provide the specified warranty for all components. The pump manufacturer shall accept unit responsibility for each complete pump assembly.

- C. The screw centrifugal pumps specified in this section shall be furnished by and be the product of one manufacturer.
- D. Work shall be performed in accordance with the manufacturer's recommendations.

1.4 QUALIFICATIONS

- A. Manufacturer: The manufacturer shall specialize in producing the products specified in this Section and submit documentation and references demonstrating the following:
 - 1. Minimum of five (5) years of experience in manufacturing the products specified herein.
 - 2. Five (5) similar installations.

PART 2 - PRODUCTS

2.1 PERFORMANCE

- A. The pumps shall be designed for continuous operation and will be operated continuously under normal service. To minimize operational power costs, the hydraulic efficiencies listed for each pump are the minimum acceptable and must be guaranteed by the manufacturer.
- B. Operation Criteria

TABLE 1								
	Number of Pumps	Flow (GPM)	TDH (ft)	Max. Pump RPM	Pump Efficiency %	Min. Shut-Off TDH (ft)	Max. Motor Size (HP)	Max. Motor RPM
Design Condition	3	5,200	45	1,200	78	68	100	1,200

- C. Pump Criteria
 - 1. Minimum suction diameter: 12-inch
 - 2. Minimum discharge diameter: 12-inch
 - 3. Minimum non-compressible solids passage: 6-inch

2.2 PUMPS

- A. Design
 - 1. The basic design shall be a single passage, clog free pump, utilizing a screw centrifugal impeller. The overall pump design shall combine high efficiency, low required NPSH, a large solid passage, and the ability to handle rags or other fibrous material without plugging.

2. The hydraulic design of the impeller shall combine the action of a positive displacement screw with the action of a single vane centrifugal impeller to provide a single, non-bifurcated flow stream with only gradual changes in flow direction.
 - a. The leading edge of the impeller vane shall blend into the impeller body in such a way that any rag or other fibrous material caught on the leading edge and folded over both sides of the vane will be unfolded and released as the textile follows the flow stream through the pump.
 - b. The impeller flange or impeller shall contain a spiral groove on the rear face so that any solids in the pumped media are discharged from the space between the backplate and the rear of the impeller.
3. In order to maintain optimum running clearances along the entire length of the impeller to maintain design hydraulic efficiencies, the geometry of the impeller and suction liner shall be conical, so any axial adjustment of the impeller will cause the clearance between the impeller and suction piece to change uniformly along the entire length of the impeller. Designs incorporating curved, or combination curved/conical impeller and suction piece are not acceptable because in such designs clearances cannot be adjusted uniformly over the full length of the impeller.
4. Suction and discharge flanges shall be drilled to meet ANSI 125 lb. bolting.

B. Materials of Construction

1. The pump volute, backplate, suction cover, and impeller flange shall be of closed grained cast iron, ASTM A48-CL30.
2. Replaceable suction liner shall be made of materials of ASTM A 532 High Chrome Iron, minimum 450 Brinell hardness.
 - a. In order to maintain performance, the suction liner shall be externally adjustable to compensate for wear by means of three stainless steel regulating screws so that the necessary running clearances between the liner and impeller can be maintained for optimum hydraulic efficiency.
3. Impeller material of construction shall be ASTM A 532 High Chrome Iron, minimum 450 Brinell hardness. All impellers shall be dynamically balanced.

C. Bearing Housing

1. The bearing housing shall be of cast iron, ASTM A48 and shall be of the back pull out design so that the bearing housing and impeller can be removed without disconnecting the casing from the suction and discharge piping.
2. The shaft shall be AISI 1045 steel and provided with suitable bearings capable of taking all mechanical and hydraulic loads. Unless otherwise specified, bearings shall provide a minimum B10 bearing life of 100,000

hours without credit for hydraulic balancing by pump-out vanes, grooves, or wear rings.

3. The stuffing box shall be isolated from contaminants in the pumped media by pump-out grooves machined into the impeller back shroud and into the volute backplate, to prevent debris from reaching the shaft seal.

D. Shaft Sealing

1. Shaft sealing shall be by independently-mounted, tandem mechanical seals contained in an oil chamber that is formed as an intrinsic part of the bearing frame and allows the seals to be completely submerged in and lubricated by the oil bath. Externally-mounted oil reservoirs are not acceptable.
 - a. The mechanical seal nearest the bearing shall utilize carbon/ceramic face, and shall isolate the seal cooling oil from the bearing frame.
 - b. To prevent fouling from hair and other fibers, the mechanical seal nearest the impeller shall shield the stainless steel spring which loads the seal face from the pumped fluid. The seal faces shall be a solid tungsten carbide rotating face running against a solid silicon carbide stationary face. Seals with both faces of similar materials, or seals with bonded, soldered, or converted face surfaces are not equal or acceptable.
 - c. The mechanical seal nearest the impeller shall be contained in a seal chamber formed by the impeller flange and a recess cast into the bearing frame. To prevent debris from entering the chamber and to prolong the mechanical seal life, a flush port shall be provided so that an optional external water flush can be supplied directly into the seal chamber.
 - d. "Back to back" mounted double mechanical seals are not acceptable unless the contractor provides an approved seal pressurization system that guarantees the fluid between the seals is always pressurized to at least 1-1/2 times the maximum shut-off head of the pump
 - e. Seals requiring a water flush may be furnished in lieu of the non-flushed seal, provided the contractor furnishes, at no extra charge, all of the external auxiliary equipment necessary for the flushing system, including, but not limited to: stainless steel tubing, pressure gauge, flowmeter, shutoff and water supply isolation system, pressure regulator, and throttling valve.

E. Mounting

1. Vertical Pier Mounting. The pump manufacturer shall provide a fabricated steel soleplate of sufficient thickness to support the entire weight of the pump, motor and motor pedestal.
 - a. The pump manufacturer shall provide the Contractor with sufficient drawings and data so that the Contractor can provide two formed concrete piers to properly support the soleplate and pump assembly, while

providing the appropriate clearances from the pump suction flange to the pit floor.

- b. The pump piers shall be formed such that there is no impedance to access the pump piping connections or inspection covers.
- c. The soleplate shall be mounted high enough that the suction elbow of the pump will not touch the floor or level foundation upon which it stands.

F. Manufacturer

- 1. The pumps shall be manufactured by WEMCO, Hayward-Gordon, or Engineer Approved Equal.

2.3 MOTOR

- A. Motors shall be 3 phase, 60 Hz, 460 Volts, and shall be connected to the pump by the drive method specified. All motors shall be of nationally known manufacture and shall conform to NEMA standards and specifications.
- B. Motor shall be capable of continuous operation in a non-submerged condition without damage.
- C. Motors shall be inverter duty rated and meet the requirements of NEMA MG1 part 31. Refer to specification section 16150 for additional requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation of pumping equipment by the Contractor shall be in strict accordance with the respective manufacturer's instructions and recommendations in the locations shown on the Drawings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations.

3.2 INSPECTION AND TESTING

- A. After all pumps have been completely installed the Contractor shall conduct, in the presence of the Engineer, field tests to indicate that pump efficiency and discharge conform to the Specifications. The Contractor shall supply all oil, grease, electric power, water, wastewater and all other material necessary to complete the field tests.
- B. If the pump performance does not meet the Specifications, corrective measures shall be immediately taken by the manufacturer, or pumps shall be removed and replaced with pumps which satisfy the conditions specified, without cost to the Owner.

END OF SECTION

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SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for furnishing and installing erosion and sedimentation controls.
- B. Related Sections:
 - 1. Section 02 41 19 – Demolition.
 - 2. Section 31 23 23 – Fill.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T88 - Standard Specification for Particle Size Analysis of Soils.
 - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
- C. ASTM International:
 - 1. ASTM C127 - Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate.
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
 - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
 - 4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on geotextile.

- C. Submit Erosion and Sediment Control Plan to include, as a minimum, the following:
 - 1. Plan for all materials and devices to be utilized for erosion and sediment control.
 - 2. Schedule for installation of erosion and sediment control measures.
 - 3. Inspection and maintenance procedures.
- D. Test Reports: Indicate certified tests results for precast concrete at manufacturing facility, cast-in-place concrete in field, and granular backfill.
- E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

1.5 QUALITY ASSURANCE

- A. Perform Work according to Florida Department of Transportation and Florida Department of Environmental Protection standards.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not place grout when air temperature is below freezing.
- C. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 - PRODUCTS

2.1 ROCK AND GEOTEXTILE MATERIALS

- A. Furnish rock and geotextile materials according to Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 CONCRETE MATERIALS AND REINFORCEMENT

- A. Furnish cement, aggregate, admixtures, and reinforcement in per Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- B. Water: Clean and not detrimental to concrete.

2.3 BLOCK, STONE, AGGREGATE, AND SOIL MATERIALS

- A. Furnish block, stone, aggregate, and soil materials according to Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.4 PLANTING MATERIALS

- A. Seeding, Soil Supplements, and Mulch: Furnish according to Florida Department of Transportation standards.

2.5 PIPE MATERIALS

- A. Pipe: Furnish according to Florida Department of Transportation standards.

2.6 MIXES

- A. Concrete: Furnish according to Florida Department of Transportation standards.

2.7 SOURCE QUALITY CONTROL (AND TESTS)

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Perform tests on cement, aggregates, and mixes to ensure conformance with specified requirements.
- C. Test samples in accordance with ACI 301.
- D. Make rock available for inspection at producer's facility prior to shipment. Notify Engineer at least seven days before inspection is allowed.
- E. Allow witnessing of inspections and test at manufacturer's test facility. Notify Engineer at least seven days before inspections and tests are scheduled.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted material is acceptable and ready to support devices and imposed loads.
- C. Verify gradients and elevations of base or foundation for other work are correct.

3.2 INSTALLATION OF EROSION AND SEDIMENT CONTROLS

- A. All erosion and sediment controls shall be installed as shown and in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

3.3 SITE STABILIZATION

- A. Incorporate erosion control devices at the earliest practicable time.
- B. Construct, stabilize, and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stockpile and waste pile heights shall not exceed 35 feet. Slope stockpile sides at 2:1 or flatter.
- D. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days.
 - 1. During non-germinating periods, apply mulch at recommended rates.
 - 2. Stabilize disturbed areas which are not at finished grade and which will be disturbed within one year with temporary seeding.
 - 3. Stabilize disturbed areas which are either at finished grade or will not be disturbed within one year with permanent seeding and/or sodding as shown and specified.
- E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

3.4 FIELD QUALITY CONTROL

- A. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- B. Field test concrete in accordance with Florida Department of Transportation standards.
- C. Compaction Testing: As specified in Section 31 23 23 - Fill.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- E. Frequency of Compaction Testing: As specified in Section 31 23 23 - Fill.

3.5 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.

- B. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- C. Do not damage structure or device during cleaning operations.
- D. Do not permit sediment to erode into construction or site areas or natural waterways.
- E. Clean channels when depth of sediment reaches approximately one half channel depth.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- C. Do not permit construction traffic over paving until 75 percent design strength of concrete has been achieved.
- D. Protect paving from elements, flowing water, or other disturbance until curing is completed.

END OF SECTION

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SECTION 33 05 05

HYDROSTATIC TESTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Hydrostatic testing of pressure piping.
- B. Related Requirements:
 - 1. Section 33 11 10 – Ductile Iron Pipe and Fittings.

1.2 REFERENCES

- A. American Water Works Association:
 - 1. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
 - 2. AWWA C605 - Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall be responsible for coordinating and paying for all water required for testing.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

1.5 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS

- A. Submit following items prior to start of testing:
 - 1. Testing procedures.
 - 2. List of test equipment.
 - 3. Testing sequence schedule.
 - 4. Provisions for disposal of flushing and test water.
 - 5. Certification of test gage calibration.
- B. Test and Evaluation Reports: Indicate results of piping tests.
- C. Qualifications Statement:
 - 1. Submit qualifications field personnel responsible for supervising hydrostatic testing.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Hydrostatic Testing
 - 1. Equipment:
 - a. Pressure pump.
 - b. Pressure hose.
 - c. Water meter.
 - d. Test connections.
 - e. Pressure relief valve.
 - f. Pressure Gage: Calibrated to 0.1 psi.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that piping is ready for testing.
- B. Verify that trenches are backfilled and compacted.
- C. Verify that pressure piping thrust restraints have been installed.

3.2 FIELD QUALITY CONTROL

- A. General:
 - 1. Test all piping except as may be exempted in the Schedule.
 - 2. Notify Engineer and local authorities having jurisdiction at least 48 hours in advance of testing if their presence is required.
 - 3. Conduct all tests in the presence of the Engineer.
 - 4. Remove or protect any pipeline-mounted devices which may be damaged by the test pressure.
 - 5. Provide all apparatus and services required for testing, including but not limited to, the following:
 - a. Test pumps, bypass pumps, hoses, calibrated gauges, meters, test containers, valves and fittings.
 - b. Temporary bulkheads, bracing, blocking and thrust restraints.
 - 6. Repair observed leaks and any pipeline failing to meet acceptance criteria. Retest after repair.
- B. Testing of Pressure Piping:
 - 1. Ductile Iron Piping - Test according to AWWA C600 and following:
 - a. Test Pressure: Not less than 150 psig or 50 psi in excess of maximum static pressure, whichever is greater.
 - b. Conduct hydrostatic test for a minimum of two (2) hours.

- c. Slowly fill section to be tested with water of approved quality; expel air from piping at high points. If hydrants, blowoffs, or other outlets are not available at high points for releasing air, the Contractor shall make the necessary taps at such points, and shall plug said holes after completion of the test.
- d. Install corporation cocks at high points.
- e. Close air vents and corporation cocks after air is expelled.
- f. Raise pressure to specified test pressure.
- g. Observe joints, fittings, and valves under test.
- h. Remove and renew cracked pipes, joints, fittings, and valves showing visible leakage, and retest.
- i. Correct visible deficiencies and continue testing at same test pressure for additional two hours to determine leakage rate.
- j. Maintain pressure within plus or minus 5 psi of test pressure.
- k. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.
- l. Compute maximum allowable leakage using following formula:
 - 1) $L = SD \times \sqrt{P}/C$.
 - 2) L = testing allowance, gph.
 - 3) S = length of pipe tested, feet.
 - 4) D = nominal diameter of pipe, inches.
 - 5) P = average test pressure during hydrostatic test, psig.
 - 6) C = 133,200.
- m. If pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.
- n. Leakage:
 - 1) If test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections, and retest until leakage is within allowable limits.
 - 2) Correct visible leaks regardless of quantity of leakage.

END OF SECTION

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SECTION 33 11 10

DUCTILE IRON PIPE AND FITTINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Requirements for ductile iron pipe and fittings.
- B. Related Specification Sections include, but are not necessarily limited to:
 - 1. Division 0 – Proposal Requirements, Contract Forms, and Conditions of the Contract
 - 2. Division 1 – General Requirements
 - 3. Section 09 91 00 – Painting and Coating
 - 4. Section 33 05 05 – Hydrostatic Testing

1.2 REFERENCES

- A. Definitions
 - 1. Gland or Follower Gland
 - a. Non-restrained, mechanical joint fitting
 - 2. Retainer Gland
 - a. Mechanically restrained mechanical joint fitting
- B. Reference Standards
 - 1. Reference standards cited in this Specification refer to the current reference standard published at the time of the latest revision date logged at the end of this Specification, unless a date is specifically cited.
 - 2. American Association of State Highway and Transportation Officials (AASHTO).
 - 3. American Society of Mechanical Engineers (ASME):
 - a. B16.1, Gray Iron Pipe Flanges and Flanged Fittings (Classes 25, 125 and 250).
 - 4. ASTM International (ASTM):
 - a. A193, Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications
 - b. A194, Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both
 - c. A242, Standard Specification for High-Strength Low-Alloy Structural Steel.
 - d. A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.

- e. A674, Standard Practice for Polyethylene Encasement for Ductile Iron Pipe for Water or Other Liquids.
- f. B117, Standard Practice for Operating Salt Spray (Fog) Apparatus.
- g. B633, Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel.
- 5. American Water Works Association (AWWA):
 - a. C600, Installation of Ductile-Iron Water Mains and their Appurtenances.
 - b. M41, Ductile-Iron Pipe and Fittings.
- 6. American Water Works Association/American National Standards Institute (AWWA/ANSI):
 - a. C104/A21.4, Cement–Mortar Lining for Ductile-Iron Pipe and Fittings.
 - b. C105/A21.5, Polyethylene Encasement for Ductile-Iron Pipe Systems.
 - c. C110/A21.10, Ductile-Iron and Gray-Iron Fittings.
 - d. C111/A21.11, Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - e. C115/A21.15, Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
 - f. C150/A21.50, Thickness Design of Ductile-Iron Pipe.
 - g. C151/A21.51, Ductile-Iron Pipe, Centrifugally Cast, for Water.
 - h. C600, Installation of Ductile-Iron Water Mains and their Appurtenances
- 7. Society for Protective Coatings (SSPC):
 - a. PA 2, Measurement of Dry Coating Thickness with Magnetic Gages.

1.3 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00.

1.4 ACTION SUBMITTALS / INFORMATIONAL SUBMITTALS

- A. Product Data
 - 1. Ductile Iron Pipe and Fittings
 - a. Pressure class
 - b. Interior lining
 - c. Joint types
 - 2. Polyethylene encasement
 - a. Planned method of installation.
 - b. The thickness of the film provided.
 - 3. The interior lining.
 - a. Material
 - b. Application recommendations
 - c. Field touch-up procedures
 - 4. Thrust Restraint

- a. Retainer glands
 - b. Thrust harnesses
 - c. Any other means
 - 5. Gaskets
 - a. If hydrocarbon or other special gaskets are required
 - 6. Bolts and nuts for mechanical and or flange joints
- B. Shop Drawings:
- 1. Detailed drawings in plan and, as applicable, section.
 - 2. Details of piping, supports, accessories, specials, joints, harnessing, and main anchor supports, and connections to valves, fittings, existing piping, structures, equipment, and appurtenances.
- C. Certificates
- 1. Furnish an affidavit certifying that all Ductile Iron Pipe and Fittings meet the provisions of this Section, each run of pipe furnished has met Specifications, all inspections have been made, and that all tests have been performed in accordance with AWWA/ANSI C151/A21.51, C111/A21.11, and C115/A21.15.
 - 2. Furnish a certificate stating that buried bolts and nuts conform to ASTM B117.
 - 3. Furnish an affidavit certifying that all fasteners, excluding T-Bolts, shall conform to the Fastener Quality Act (FQA) (P.L. 106-34).

1.5 QUALITY ASSURANCE

- A. Qualifications
- 1. Manufacturers
 - a. Finished pipe shall be the product of 1 manufacturer.
 - 1) Materials for change orders, specials, and field changes may be provided by a different manufacturer upon Engineer approval.
 - b. Manufacturer shall have a minimum of five (5) years of experience in producing pipe and fittings of similar size and design.
 - c. Pipe manufacturing operations (pipe, lining, and coatings) shall be performed under the control of the manufacturer.
 - d. Ductile Iron Pipe
 - 1) Manufactured in accordance with AWWA/ANSI C151/A21.51
 - a) Perform quality control tests and maintain results as outlined within standard to assure compliance.
 - 2) Subject each pipe to a hydrostatic test of not less than 500 psi for duration of at least 10 seconds.
 - e. Ductile Iron Fittings
 - 1) Manufactured in accordance with AWWA/ANSI C110/A21.10 and C153/A21.53.

- a) Fittings manufacturing operations (fittings, lining, and coatings) shall be performed under the control of the manufacturer.
 - b) Perform quality control tests and maintain results as outlined within standard to assure compliance.
- B. Preconstruction Testing
 - 1. The Owner may, at its own cost, subject random lengths of pipe for testing by an independent laboratory for compliance with this Specification.
 - a. The compliance test shall be performed in the United States.
 - b. Any visible defects or failure to meet the quality standards herein will be grounds for rejecting the entire order.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. General Storage and Handling Requirements
 - 1. Ductile Iron Pipe shall be stored and handled in accordance with the guidelines as stated in AWWA M41.
 - 2. Secure and maintain a location to store the material in accordance with Section 01 66 00 – Product Storage and Handling Requirements.
- B. Delivery:
 - 1. Deliver products to Site to ensure uninterrupted progress of the Work.
 - 2. Upon delivery, inspect pipe and appurtenances for cracked, gouged, chipped, dented, and other damage and immediately remove damaged products from Site.
- C. Storage:
 - 1. Store products for convenient access for inspection and identification. Store products off the ground using pallets, platforms, or other supports. Protect packaged products from corrosion and deterioration.
- D. Handling:
 - 1. Handle pipe, fittings, specials, and accessories carefully with approved handling devices. Do not drop or roll material of delivery vehicles. Do not otherwise drop, roll, or skid piping.
 - 2. Avoid unnecessary handling of pipe.
 - 3. Keep pipe interiors free of dirt and foreign matter.
 - 4. Protect interior linings and exterior coatings of pipe and fittings from damage. Replace pipe and fittings with damaged lining regardless of cause of damage. Repair damaged coatings.

1.7 WARRANTY

- A. Manufacturer Warranty
 - 1. Manufacturer's Warranty shall be in accordance with Division 0.

PART 2 - PRODUCTS

2.1 EQUIPMENT, PRODUCT TYPES AND MATERIALS

A. Manufacturers:

1. Pipe
 - a. American Cast Iron Pipe Company,
 - b. U. S. Pipe,
 - c. or approved equal.
2. Fittings
 - a. American Cast Iron Pipe Company,
 - b. U. S. Pipe,
 - c. Tyler Union
 - d. Star Pipe Products
 - e. SIGMA Corporation
 - f. or approved equal.

B. Pipe:

1. Pipe shall be in accordance with AWWA/ANSI C111/A21.11, AWWA/ANSI C150/A21.15, and AWWA/ANSI C151/A21.51.
2. Pipe shall have a lay length of 18 feet or 20 feet except for special fittings or closure pieces necessary to comply with the Drawings.
3. As a minimum the following pressures classes apply. The Drawings may specify a higher pressure class or the pressure and deflection design criteria may also require a higher pressure class, but in no case should they be less than the following:

Diameter (inches)	Min Pressure Class (psi)
3 through 12	350
14 through 20	250
24	200
30 through 64	150

4. Pipe markings shall meet the minimum requirements of AWWA/ANSI C151/A21.51. Minimum pipe markings shall be as follows:
 - a. “DI” or “Ductile” shall be clearly labeled on each pipe
 - b. Weight, pressure class and nominal thickness of each pipe
 - c. Year and country pipe was cast
 - d. Manufacturer’s mark
5. Pressure and Deflection Design:
 - a. Pipe design shall be based on trench conditions and design pressure class specified in the Drawings.
 - b. Pipe shall be designed according to the methods indicated in AWWA/ANSI C150/A21.50, AWWA/ANSI C151/A21.51, and

AWWA M41 for trench construction, using the following parameters:

- 1) Unit Weight of Fill (w) = 130 pcf
- 2) Live Load = AASHTO HS 20
- 3) Trench Depth = 12 feet minimum, or as indicated in Drawings
- 4) Bedding Conditions = Type 4
- 5) Working Pressure, Surge Pressure, and Test Pressure shall be as shown in the Schedule on the Drawings.
- 6) Design Internal Pressure (P_i) = $P_w + P_s$ or 2:1 safety factor of the actual working pressure plus the actual surge pressure, whichever is greater.
- 7) Maximum Calculated Deflection (D_x) = 3 percent
- 8) Restrained Joint Safety Factor (S_f) = 1.5
- c. Trench depths shall be verified after existing utilities are located.
 - 1) Vertical alignment changes required because of existing utility or other conflicts shall be accommodated by an appropriate change in pipe design depth.
 - 2) In no case shall pipe be installed deeper than its design allows.
6. Provisions for Thrust:
 - a. Thrust at bends, tees, plugs or other fittings shall be mechanically restrained joints when required by the Drawings.
 - b. Thrust at bends adjacent to casing pipe shall be restrained by mechanical means through casing and for a sufficient distance each side of casing.
 - c. No thrust restraint contribution shall be allowed for the restrained length of pipe within the casing.
 - d. Restrained joints, when required, shall be used for a sufficient distance from each side of the bend, tee, plug, valve or other fitting to resist thrust which will be developed at the design pressure of the pipe. For the purpose of thrust, the following shall apply:
 - 1) Valves shall be calculated as dead ends.
 - 2) Design pressure shall be the test pressure or 1.5 times the working pressure, whichever is higher.
 - 3) Restrained joints shall consist of mechanical restrained or push-on restrained joints approved by the Engineer.
 - e. The Pipe Manufacturer shall verify the length of pipe with restrained joints to resist thrust in accordance with the Drawings, AWWA M41, and the following:
 - 1) The weight of earth (W_e) shall be calculated as the weight of the projected soil prism above the pipe, for unsaturated soil conditions.
 - 2) Soil density = 130 pcf (maximum value to be used), for unsaturated soil conditions

- 3) If indicated on the Drawings and the Geotechnical Borings that ground water is expected, account for reduced soil density.
7. Joints:
 - a. General – Comply with AWWA/ANSI C111/A21.11.
 - b. Push-On Joints
 - c. Mechanical Joints
 - d. Push-On Restrained Joints
 - 1) Push-on Restrained Joint bell and spigot
 - a) Pressure rating shall exceed the working and test pressure of the pipeline.
 - e. Flanged Joints – AWWA/ANSI C115/A21.15, ASME B16.1, Class 125
 - f. Flange bolt circles and bolt holes shall match those of ASME B16.1, Class 125.
 - g. Field fabricated flanges are prohibited.
8. Ductile Iron Pipe and Fitting Exterior Coatings:
 - a. All buried ductile iron pipe and fittings shall have an asphaltic coating, minimum of 1 mil thick, on the pipe exterior, unless otherwise specified in the Contract Documents.
 - b. All exposed ductile iron pipe and fittings shall be coated in accordance with Section 09 91 00 – Painting and Coating.
9. Polyethylene Encasement:
 - a. All buried Ductile Iron Pipe and Fittings shall be polyethylene encased.
 - b. Use only virgin polyethylene material.
 - c. Encasement for buried pipe shall be 4 mil high density cross-laminated (HDCL) polyethylene encasement conforming to AWWA/ANSI C105/A21.5 and ASTM A674.
 - d. Marking: At a minimum of every 2 feet along its length, the mark the polyethylene film with the following information:
 - 1) Manufacturer's name or trademark
 - 2) Year of manufacturer
 - 3) AWWA/ANSI C105/A21.5
 - 4) Minimum film thickness and material type
 - 5) Applicable range of nominal diameter sizes
 - 6) Warning – Corrosion Protection – Repair Any Damage
 - e. Minimum widths shall be according to the following table:

Polyethylene Tube and Sheet Sizes for Push-On Joint Pipe

Nominal Pipe Diameter (inches)	Min. Width – Flat Tube (inches)	Min. Width – Sheet (inches)
3	14	28
4	14	28
6	16	32
8	20	40

10	24	48
12	27	54
14	30	60
16	34	68
18	37	74
20	41	82
24	54	108
30	67	134
36	81	162

10. Ductile Iron Pipe and Fitting Interior Lining:

- a. Ductile iron pipe, fittings and appurtenances including sleeves, couplings and joints, shall have the same type of lining as specified herein.
- b. Lining shall be a minimum of 40 mils dry film thickness
- c. Interior lining shall be Permox-CTF as manufactured by The Permte Corp. (Stone Mountain, GA); Protecto 401 as manufactured by Induron Coatings (Birmingham, AL); or approved equal.

C. Fittings:

1. Ductile Iron Fittings shall be in accordance with AWWA/ANSI C110/A21.10, AWWA/ANSI C153/A21.53.
2. Ductile Iron Fittings, at a minimum, shall meet or exceed the pressures classes of the pipe which the fitting is connected, unless specifically indicated in the Drawings.
3. Fittings Markings:
 - a. Meet the minimum requirements of AWWA/ANSI C151/A21.51.
 - b. Minimum markings shall include:
 - 1) “DI” or “Ductile” cast or metal stamped on each fitting
 - 2) Applicable AWWA/ANSI standard for that the fitting
 - 3) Pressure rating
 - 4) Number of degrees for all bends
 - 5) Nominal diameter of the openings
 - 6) Year and country fitting was cast
 - 7) Manufacturer’s mark
4. Joints:
 - a. Mechanical Joints with mechanical restraint
 - 1) Comply with AWWA/ANSI C111/A21.11 and applicable parts of ANSI/AWWA C110/A21.10.
 - 2) The retainer gland shall have the following working pressure ratings based on size and type of pipe:
 - a) Ductile Iron Pipe
 - (1) 3-inch – 16-inch, 350 psi

- (2) 18-inch – 48-inch, 250 psi
 - b) Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes
- 3) Retainer glands shall have specific designs for Ductile Iron and PVC and it should be easy to differentiate between the two.
- 4) Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536.
- 5) Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as allowing joint deflection after assembly.
- 6) Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts.
- b. Push-On, Restrained Joints
 - 1) Push-on Restrained Joint bell and spigot
 - a) Pressure rating shall exceed the working and test pressure of the pipe line.
- c. Flanged Joints
 - 1) AWWA/ANSI C115/A21.15, ASME B16.1, Class 125
 - 2) Flange bolt circles and bolt holes shall match those of ASME B16.1, Class 125.
 - 3) Field fabricated flanges are prohibited.

2.2 ACCESSORIES

- A. Regulatory Requirements
 - 1. All fasteners, excluding T-Bolts, shall conform to the Fastener Quality Act (FQA) (P.L. 106-34). All fasteners shall meet the marking requirements set forth by this Act.
- B. T-Bolts and Nuts
 - 1. Standard T-bolt and Nut
 - a. High strength, corrosion-resistant, low-carbon weathering steel in accordance with AWWA/ANSI C111/A21.11 and ASTM A242
- C. Flange Bolts and Nuts
 - 1. Standard Flange Bolts
 - a. Meet requirements of AWWA/ANSI C115/A21.15
 - 2. Stainless Steel Bolt and Nut
 - a. Meet requirements of AWWA C115
 - b. Bolts: ASTM A193, Grade B8, Class 1(AISI 304 Stainless Steel, carbide solution treated)

- c. Nuts and Washers: ASTM A194, Grade 8 Nuts with AISI 304 Stainless Steel Washers
- D. Threaded Rods
 - 1. Meet requirements of AWWA/ANSI C115/A21.15.
 - 2. Rods: ASTM A193, Grade B8, Class 1(AISI 304 Stainless Steel, carbide solution treated)
 - 3. Nuts and Washers: ASTM A194, Grade 8 Nuts with AISI 304 Stainless Steel Washers
 - a. Coat nut.
- E. Gaskets
 - 1. Push-on Gaskets
 - a. Conforming to the physical and marking requirements specified in ANSI/AWWA C111/A21.11.
 - b. Rubber gaskets shall be made of vulcanized styrene butadiene rubber SBR, unless otherwise specified in Drawings.
 - c. Gaskets shall be free from porous areas, foreign material and other defects that make them unfit for intended use.
 - d. Gaskets shall be the size and shape required to provide an adequate compressive force against the plain end and socket after assembly to affect a positive seal under all combinations of joint and gasket tolerances.
 - 2. Mechanical Joint Gaskets
 - a. Conforming to the physical and marking requirements specified in ANSI/AWWA C111/A21.11.
 - b. Rubber gaskets shall be made of vulcanized styrene butadiene rubber SBR, unless otherwise specified in Drawings.
 - c. Gaskets shall be free from porous areas, foreign material and other defects that make them unfit for intended use.
 - 3. Flange Gaskets
 - a. Class E Flanges
 - 1) Full face
 - 2) Manufactured true to shape from minimum 80 durometer SBR rubber stock of a thickness not less than 1/8 inch
 - 3) Virgin stock
 - 4) Conforming to the physical and test requirements specified in AWWA/ANSI C111/A21.11
 - 5) Finished gaskets shall have holes punched by the manufacturer and shall match the flange pattern in every respect.
 - 6) Frayed cut edges are not acceptable.
 - 7) Field cut sheet gaskets are not acceptable.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Install pipe, fittings, specials, and appurtenances as specified herein, as specified in AWWA C600, AWWA M41, and in accordance with the pipe manufacturer's recommendations.
2. Lay pipe to the lines and grades as indicated in the Drawings.
3. Excavate and backfill trenches in accordance with Section 33 05 10.
4. Embed Ductile Iron Pipe in accordance with Section 33 05 10.
5. For installation of carrier pipe within casing, see Section 33 05 07.
6. Minimum cover over buried pipe shall be three feet unless otherwise shown or specified.

B. Pipe Handling:

1. Haul and distribute pipe and fittings at the project site.
2. Handle piping with care to avoid damage.
 - a. Inspect each joint of pipe and reject or repair any damaged pipe prior to lowering into the trench.
 - b. Do not handle the pipe in such a way that will damage the interior lining.
 - c. Use only nylon ropes, slings or other lifting devices that will not damage the surface of the pipe for handling the pipe.
3. At the close of each operating day:
 - a. Keep the pipe clean and free of debris, dirt, animals and trash – during and after the laying operation.
 - b. Effectively seal the open end of the pipe using a gasketed night cap.

C. Joint Making:

1. Mechanical Joints:
 - a. Bolt the follower ring into compression against the gasket with the bolts tightened down evenly then cross torqued in accordance with AWWA C600.
 - b. Overstressing of bolts to compensate for poor installation practice will not be permitted.
 - c. All mechanical joint fittings shall be restrained. Pipe joints shall be restrained as shown and specified.
2. Push-on Joints:
 - a. All fitting push-on joints shall be restrained push-on type. Pipe joints shall be as shown and specified.
 - b. Install Push-on joints as defined in AWWA/ANSI C111/A21.11.
 - c. Wipe clean the gasket seat inside the bell of all extraneous matter.
 - d. Place the gasket in the bell in the position prescribed by the manufacturer.

- e. Apply a thin film of non-toxic vegetable soap lubricant to the inside of the gasket and the outside of the spigot prior to entering the spigot into the bell.
 - f. When using a field cut plain end piece of pipe, refinish the field cut and scarf to conform to AWWA C600.
- 3. Flanged Joints:
 - a. Use erection bolts and drift pins to make flanged connections.
 - 1) Do not use undue force or restraint on the ends of the fittings.
 - 2) Apply even and uniform pressure to the gasket.
 - b. The fitting must be free to move in any direction while bolting.
 - 1) Install flange bolts with all bolt heads faced in one direction.
- 4. Joint Deflection:
 - a. Deflect the pipe only when necessary to avoid obstructions or to meet the lines and grades and shown in the Drawings.
 - b. The deflection of each joint must be in accordance with AWWA C600 Table 3.
 - c. The maximum deflection allowed is 50 percent of that indicated in AWWA C600.
 - d. The manufacturer's recommendation may be used with the approval of the Engineer.
- D. Temporary Blind Flanges, Plugs, Caps, and Bulkheads:
 - 1. Temporarily plug installed pipe at the end of each day of work or other interruption of pipe installation to prevent entry of animals, liquids, and persons into pipe, and entrance or insertion of deleterious materials into pipe.
 - 2. Install standard plugs in all bells at dead ends, tees, and crosses. Cap all spigot and plain ends.
 - 3. Fully secure and block blind flanges, plugs, caps, and bulkheads installed for testing, designed to withstand specified test pressure.
 - 4. Where plugging is required for phasing of Work or subsequent connection of piping, install watertight, permanent type blind flanges, plugs, caps, or bulkhead acceptable to Engineer.
- E. Pipe Support and Thrust Restraint
 - 1. The Contractor shall furnish and install all supports necessary to hold the piping and appurtenances in a firm, substantial manner at the lines and grades indicated on the Drawings or specified.
 - 2. Where buried piping contains fittings, which raise or lower the centerline of the pipe, suitable socket clamps, tie rods, or other approved restraining devices shall be used to prevent movement of the fittings. The restraining devices shall be coated thoroughly and heavily with an approved bituminous paint.

3. All bends, tees, and other fittings in pipelines, and sleeve-coupled pipelines buried in the ground shall be backed with Class 1 concrete placed against undisturbed earth where firm support can be obtained or by the use of restrained joints. If the soil does not provide firm support, then suitable clamps, and accessories or restrained joints shall be provided to brace the fitting properly. Such items shall be coated thoroughly and heavily with an approved bituminous paint after assembly or, if necessary, before assembly.
4. Thrust blocks and joint restraints shall be provided as shown on the Drawings.

F. Polyethylene Encasement Installation for Buried Pipe:

1. Preparation
 - a. Remove all lumps of clay, mud, cinders, etc., on pipe surface prior to installation of polyethylene encasement.
 - 1) Prevent soil or embedment material from becoming trapped between pipe and polyethylene.
 - b. Fit polyethylene film to contour of pipe to affect a snug, but not tight encase with minimum space between polyethylene and pipe.
 - 1) Provide sufficient slack in contouring to prevent stretching polyethylene where it bridges irregular surfaces such as bell-spigot interfaces, bolted joints or fittings and to prevent damage to polyethylene due to backfilling operations.
 - 2) Secure overlaps and ends with adhesive tape and hold.
 - c. For installations below water table and/or in areas subject to tidal actions, seal both ends of polyethylene tube with adhesive tape at joint overlap.
2. Tubular Type (Method A)
 - a. Cut polyethylene tube to length approximately 2 feet longer than pipe section.
 - b. Slip tube around pipe, centering it to provide 1-foot overlap on each adjacent pipe section and bunching it accordion-fashion lengthwise until it clears pipe ends.
 - c. Lower pipe into trench and make up pipe joint with preceding section of pipe.
 - d. Make shallow bell hole at joints to facilitate installation of polyethylene tube.
 - e. After assembling pipe joint, make overlap of polyethylene tube, pull bunched polyethylene from preceding length of pipe, slip it over end of the new length of pipe and wrap until it overlaps joint at end of preceding length of pipe.
 - f. Secure overlap in place.
 - g. Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points.
 - h. Repair cuts, tears, punctures or other damage to polyethylene.

- i. Proceed with installation of next pipe in same manner.
3. Tubular Type (Method B)
 - a. Cut polyethylene tube to length approximately 1 foot shorter than pipe section.
 - b. Slip tube around pipe, centering it to provide 6 inches of bare pipe at each end.
 - c. Take up slack width at top of pipe to make a snug, but not tight, fit along barrel of pipe, securing fold at quarter points; secure ends.
 - d. Before making up joint, slip 3-foot length of polyethylene tube over end of proceeding pipe section, bunching it accordion-fashion lengthwise.
 - e. After completing joint, pull 3-foot length of polyethylene over joint, overlapping polyethylene previously installed on each adjacent section of pipe by at least 1 foot; make each end snug and secure.
4. Sheet Type
 - a. Cut polyethylene sheet to a length approximately 2 feet longer than piece section.
 - b. Center length to provide 1-foot overlap on each adjacent pipe section, bunching it until it clears the pipe ends.
 - c. Wrap polyethylene around pipe so that it circumferentially overlaps top quadrant of pipe.
 - d. Secure cut edge of polyethylene sheet at intervals of approximately 3 feet.
 - e. Lower wrapped pipe into trench and make up pipe joint with preceding section of pipe.
 - f. Make shallow bell hole at joints to facilitate installation of polyethylene.
 - g. After completing joint, make overlap and secure ends.
 - h. Repair cuts, tears, punctures or other damage to polyethylene.
 - i. Proceed with installation of next section of pipe in same manner.
5. Pipe Appurtenances
 - a. Cover bends, reducers, offsets and other pipe appurtenances with polyethylene in same manner as pipe and fittings.
6. Odd-Shaped Appurtenances
 - a. When it is not practical to wrap valves, tees, crosses, and other odd-shaped pieces in tube, wrap with flat sheet or split length polyethylene tube by passing sheet under appurtenances and bringing it up around body.
 - b. Make seams by bringing edges together, folding over twice and taping down.
 - c. Tape polyethylene securely in place at the valve stem and at any other penetrations.
7. Repairs
 - a. Repair any cuts, tears, punctures or damage to polyethylene with adhesive tape or with short length of polyethylene sheet or cut

open tube, wrapped around fitting to cover damaged area and secured in place.

8. Openings in Encasement
 - a. Provide openings for branches, service taps, blow-offs, air valves and similar appurtenances by making an X-shaped cut in polyethylene and temporarily folding back film.
 - b. After appurtenance is installed, tape slack securely to appurtenance and repair cut, as well as other damaged area in polyethylene with tape.
 - c. Service taps may also be made directly through polyethylene, with any resulting damaged areas being repaired as described above.
9. Junctions between Wrapped and Unwrapped Pipe:
 - a. Where polyethylene-wrapped pipe joins an adjacent pipe that is not wrapped, extend polyethylene wrap to cover adjacent pipe for distance of at least 3 feet.
 - b. Secure end with circumferential turns of tape.
 - c. Wrap service lines of dissimilar metals with polyethylene or suitable dielectric tape for minimum clear distance of 3 feet away from Cast or Ductile Iron Pipe.

G. Blocking

1. Install concrete blocking in accordance with Section 03 30 00 for all bends, tees, crosses and plugs in the pipe lines as indicated in the Drawings.
2. Place the concrete blocking so as to rest against firm undisturbed trench walls, normal to the thrust.
3. The supporting area for each block shall be at least as great as that indicated on the Drawings and shall be sufficient to withstand the thrust, including water hammer, which may develop.
4. Each block shall rest on a firm, undisturbed foundation or trench bottom.
5. If the Contractor encounters soil that appears to be different than that which was used to calculate the blocking according to the Drawings, the Contractor shall notify the Engineer prior to the installation of the blocking.

H. Install utility markers and locators for buried pipe in accordance with Section 33 05 26 – Utility Markers/Locators.

I. Above grade pipe shall be coated as specified in Section 09 90 00 – Painting and Coating.

3.2 REPAIR/RESTORATION

A. Patching

1. Excessive field-patching is not permitted of lining or coating.
2. If interior lining of pipe or fitting is damaged to the point that repair is required, the pipe or fitting shall be replaced.

3. Patching of coating will be allowed where area to be repaired does not exceed 100 square inches and has no dimensions greater than 12 inches.
4. In general, there shall not be more than one patch of the coating of any one joint of pipe or any one fitting.
5. Wherever necessary to patch the pipe or fitting:
 - a. Do not install patched pipe until the patch has been properly and adequately cured and approved for laying by the Engineer.
6. Promptly remove rejected pipe from the Site.

3.3 FIELD QUALITY CONTROL

- A. Hydrostatic testing shall be performed in accordance with Section 33 05 05 – Hydrostatic Testing.

3.4 CLEANING

- A. Cleaning:
 1. Thoroughly clean all piping and flush in a manner approved by Engineer, prior to placing in service.
 2. Contractor shall be responsible for coordinating source and paying for all water required for cleaning and flushing.

END OF SECTION

SECTION 33 12 00

VALVES AND APPURTENANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Contractor shall provide all labor, materials, equipment and incidentals required to furnish and install all valves and appurtenances.
 - 2. The Work includes, but is not necessarily limited to, all types of valves required for buried, exposed, submerged and other types of piping except where otherwise specifically included in other Sections.
- B. Coordination:
 - 1. Review installation procedures under other sections and coordinate with the Work which is related to this Section including buried piping installation, exposed piping installation, site utilities, insulation, heating, ventilating and plumbing.
 - 2. Contractor shall coordinate the mating of the valves and operators to provide a complete and functional system.
- C. Related Specification Sections include, but are not necessarily limited to:
 - 1. Division 0 – Proposal Requirements, Contract Forms, and Conditions of the Contract
 - 2. Division 1 – General Requirements
 - 3. Section 09 91 00 – Painting and Coating
 - 4. Section 33 11 10 – Ductile Iron Pipe

1.2 REFERENCES

- A. Abbreviations and Acronyms
 - 1. NRS – Non Rising Stem
 - 2. OS&Y – Outside Screw and Yoke
- B. Reference Standards
 - 1. Reference standards cited in this Specification refer to the current reference standard published at the time of the latest revision date logged at the end of this Specification, unless a date is specifically cited.
 - 2. American Association of State Highway and Transportation Officials (AASHTO).
 - 3. American Society of Mechanical Engineers (ASME):
 - a. B16.1, Gray Iron Pipe Flanges and Flanged Fittings (Classes 25, 125, and 250).

4. American Iron and Steel Institute (AISI).
5. ASTM International (ASTM):
 - a. ASTM A 48, Standard Specification for Gray Iron Castings.
 - b. ASTM A 126, Standard Specification for Gray Iron Castings for Valves, Flanges and Pipe Fittings.
 - c. ASTM A 307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
 - d. ASTM A 354, Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs and Other Externally Threaded Fasteners.
 - e. ASTM A 436, Standard Specification for Austenitic Gray Iron Castings.
 - f. ASTM A 536, Standard Specification for Ductile Iron Castings.
 - g. ASTM B 62, Standard Specification for Composition Bronze or Ounce Metal Castings.
- American Water Works Association (AWWA):
 - h. ASTM C207, Steel Pipe Flanges for Waterworks Service, Sizes 4 In. Through 144 In.
 - i. ASTM C509, Resilient-Seated Gate Valves for Water Supply Service.
 - j. ASTM C515, Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service.
 - k. ASTM C550, Protective Interior Coatings for Valves and Hydrants.
 - l. ASTM C900, Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 IN through 12 IN, for Water Transmission and Distribution.
6. American Water Works Association/American National Standards Institute (AWWA/ANSI):
 - a. AWWA C111, Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings.
 - b. AWWA C500, Gate Valves for Water and Sewerage Systems.
 - c. AWWA C506, Backflow Prevention Devices Reduced Pressure Principle and Double Check Valve Types.
 - d. AWWA C508, Swing Check Valves for Waterworks Service, 2 in. through 24 in. NPS.
 - e. AWWA C509, Resilient Seated Gate Valves, 3 through 12 NPS, for Water and Sewerage Systems.
7. NSF International (NSF):
 - a. 61, Drinking Water System Components - Health Effects.
 - b. 372, Drinking Water System Components – Lead Content.

1.3 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00.

1.4 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS

A. Product Data

1. Shop Drawings: Submit for approval the following:
 - a. Manufacturer's literature, illustrations, specifications, detailed drawings, data and descriptive literature on all valves and appurtenances.
 - b. Deviations from Drawings and Specifications.
 - c. Engineering data including dimensions, materials, size and weight.
 - d. Fabrication, assembly, installation and wiring diagrams.
2. Operation and Maintenance Data: Submit complete manuals including:
 - a. Copies of all Shop Drawings, test reports, maintenance data and schedules, description of operation, and spare parts information in accordance with Division 1.
3. Shop Tests:
 - a. Hydrostatic tests shall be performed, when required by the valve specifications included herein.
4. Certificates: Where specified or otherwise required by ENGINEER submit test certificates.
5. Instructions for field repair of fusion bonded epoxy coating

B. Certificates

1. Furnish an affidavit certifying that all valves and appurtenances meet the provisions of this Section, each valve meets Specifications, all inspections have been made, and that all tests have been performed in accordance with applicable AWWA requirements.
2. Furnish affidavit that each valve manufacturer has five years of experience manufacturing valves of similar service and size with experience record.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Submit operations and maintenance manuals in accordance with Section 01 78 23.

1.6 QUALITY ASSURANCE

A. Qualifications

1. Manufacturers
 - a. All valves shall be the product of one manufacturer for each project.
 - b. Manufacturer shall have a minimum of five (5) years of experience in the production of substantially similar equipment and shall show evidence of satisfactory service in at least five (5) installations.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Handling Requirements

1. Protect all parts so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is completed and the units and equipment are ready for operation.
2. Protect the finished surfaces of all exposed flanges by wooden blank flanges, strongly built and securely bolted thereto.
3. Protect finished iron or steel surfaces not painted to prevent rust and corrosion.
4. Prevent plastic and similar brittle items from being directly exposed to sunlight or extremes in temperature.
5. Secure and maintain a location to store the material in accordance with Section 01 66 00.

1.8 WARRANTY

A. Manufacturer Warranty

1. Manufacturer's Warranty shall be in accordance with Division 0.

PART 2 - PRODUCTS

2.1 EQUIPMENT, PRODUCT TYPES AND MATERIALS

A. General:

1. Valves shall have manufacturer's name and working pressure cast in raised letters on valve body.
2. Manual valve operators shall turn clockwise to close unless otherwise specified.
3. Valves shall indicate the direction of operation.
4. All buried valves shall be provided with adjustable three-piece valve boxes and provided with extension stems, operating nuts and covers unless otherwise shown or specified.
5. Unless otherwise specified all flanged valves shall have ends conforming to ANSI B16.1, Class 125.
6. All other bolts, nuts and studs shall, unless otherwise approved, shall be of stainless steel.
7. Bolts and nuts shall have hexagon heads and nuts.
8. Gasket material and installation shall conform to manufacturer's recommendations.
9. Identification: Identify each valve 4 inches and larger with a brass or stainless-steel nameplate stamped with the approved designation. Nameplate shall be permanently fastened to valve body at the factory.
10. All valves shall include position indicators.

B. Plug Valves:

1. General:

- a. Non-lubricated eccentric type valves shall be installed on all wastewater services.

- b. Valve shall have flanged ends. Flanges shall be faced and drilled to ANS B16.1, Class 125.
- 2. Eccentric Plug Valves:
 - a. Valves shall have a rectangular or round port area of a minimum 80 percent of the full pipe area.
 - b. Valves shall be rated for a minimum working pressure of 150 psig.
 - c. Exposed valve flanges shall be faced and drilled in accordance with ANSI B16.1, Class 125/150.
 - d. Valve bodies shall be of cast iron conforming to ASTM A 126, Class B. Valve seats shall be of welded-in 90 percent nickel alloy, or Monel, conforming to AWWA C-507-85 Section 3.2.3.5.
 - e. Valves shall be furnished with replaceable stainless-steel sleeve-type bearings in the upper and lower journals. These bearings shall comply with the applicable sections of AWWA C507 and AWWA C504.
 - f. Shaft seals shall be of the multiple U-cup or V-ring type, externally adjustable, replaceable without removing the bonnet or actuator from the valve, repackable under pressure and shall comply with the applicable section of AWWA C504-87, Section 3.7.2.
 - g. Plug valves for liquid service shall have a balanced one-piece solid plug coated with a resilient material to assure low torque and drip-tight shutoff, suitable for bidirectional shutoff. Plugs shall be of ASTM A-536 Grade 65-45-12 in compliance with AWWA C-504-87 Section 2.2.2.
 - h. Operators:
 - 1) All valves 6 inches in diameter and larger and all manually operated plug valves installed more than five feet above the operating floor regardless of size, shall be equipped with a geared operator. Provide with position operator.
 - 2) Gearing shall be enclosed in a semi-steel housing and shall be suitable for running in a lubricant, with seals provided on all shafts to prevent entry of dirt and water into the operator.
 - 3) Operator shaft and the gear quadrant shall be supported on permanently lubricated stainless steel bearings.
 - 4) Operator shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque.
 - 5) Exposed nuts, bolts and washers shall be zinc plated.
 - i. Shop Painting:
 - 1) Interior ferrous metal surfaces of the valve except finished or bearing surfaces and the plug, shall be shop painted with two coats of an approved two component coal tar epoxy coating applied in accordance with the manufacturer's recommendations.
 - 2) Exterior surfaces of the valve and operator shall be shop painted as specified hereinafter per Section 09 91 00.

- 3) Manufacturer: Provide Eccentric Plug Valves of one of the following:
 - a) Milliken Valve Company,
 - b) Dezurik,
 - c) or approved equal.

C. Check Valves with Oil Buffer:

1. General:
 - a. Check valves shall absolutely prevent the return of water back through the valve when the upstream pressure decreases below the downstream pressure. The valve shall be tight seating.
2. Type:
 - a. Counter-weighted swing check, capable of passing a 3" solid.
 - b. Check Valves shall include oil buffer to allow free opening, but prevent slamming of the valve disc.
 - c. Final closure of the buffer rod shall be field adjustable.
3. Materials:
 - a. Body: Ductile Iron, ASTM A536
 - b. Body Seat: Type 316 Stainless Steel
 - c. Disc Arm: Ductile Iron, ASTM A536, Grade 65-45-12
 - d. Disc Seat Ring: Nitrile Butadiene (NBR)
 - e. Shaft: Stainless Steel
 - f. Shaft Bearings: Bronze
 - g. Oil Reservoir: Type 316 Stainless Steel
 - h. Buffer Rod: Type 303 Stainless Steel
 - i. Unless otherwise shown or specified valves shall have flanged ends conforming to ANSI B16.1, Class 125.
 - j. Shop Painting:
 - 1) Exposed ferrous interior surfaces shall be shop painted of an approved two component coal tar epoxy coating applied in accordance with the manufacturer's recommendations.
 - 2) Exterior surfaces of the valves shall be shop painted per manufacturers standard shop primer. Field painting shall be per Section 09 91 00, Painting.
 - k. Manufacturer: Provide check valves of one of the following:
 - 1) APCO, CVS-6000-BMB,
 - 2) Clow, Style 206,
 - 3) or approved equal.

D. Resilient-Seated Gate Valves

1. Manufacturers:
 - a. M&H Valve Company,
 - b. or approved equal.
2. General:
 - a. Provide valves conforming to AWWA C515 and as specified herein.
 - b. Type:

- 1) Provide non-rising stem (NRS) valves for buried service.
 - 2) Provide position indicators for NRS valves used for interior service.
 - c. Rated Working Pressure:
 - 1) Valves 12 inch and Smaller: 200 psig.
 - d. Maximum Fluid Temperature: 150 degrees F.
 - e. Provide valves with fully encapsulated resilient wedges, unless otherwise specified.
 3. Materials of Construction: All materials of construction shall conform to AWWA C509 and shall be as follows for various valve components:
 - a. Body, Bonnet and Stuffing Box: Cast iron.
 - b. Wedge: Cast iron, symmetrically and fully encapsulated with molded rubber having minimum 1/8-inch thickness.
 - c. Stem: Manganese bronze.
 - d. All Rubber Items: Buna-N or other synthetic rubber suitable for the application.
 - e. All internal and external bolting and other hardware including pins, set screws, plug, studs, bolts, nuts and washers: Type 316 stainless steel.
 4. Interior Coating:
 - a. All valves shall be coated inside. The steel, cast-iron and ductile iron surfaces, except machined surfaces, shall be epoxy coated in accordance with AWWA C550.
 5. Testing:
 - a. Test all valves in conformance with AWWA C515.
 6. Gear Actuators for Manually Operated Valves:
 - a. Provide valves with gear actuators conforming AWWA C500.
 - b. Size gear actuators for the following maximum differential pressures:
 - 1) Maximum Differential Pressure Across Closed Valve: 75 psi.
- E. Brass Body Ball Valves (General Purpose):
1. Reference: ASTM B 283
 2. Type: Two piece body with full port opening.
 3. Construction:
 - a. Body: Brass.
 - b. Ball: Brass with hard chrome plated finish.
 - c. Stem: Brass.
 - d. Stem Packing: PTFE.
 - e. O-Rings: Viton.
 - f. Seats: PTFE.
 4. Nonblow out stem design.
 5. Pressure Rating: Class 125, 400 psi WOG.
 6. End Connections: Soldered or threaded.
- F. Air Release Valves:

1. The air valve shall be designed to exhaust large amounts of air during filling, release small amounts of air during operation and open upon impending vacuum to admit air while draining.
2. Air release valves shall be suitable for use in wastewater service.
3. Valves shall be iron body with interior epoxy coating, exterior shop primer.
4. Float balls to be 304 stainless steel.
5. Valve vent plug and seat shall be 316 stainless steel.
6. Valves body test pressure shall be rated 300 psi.
7. Valve renewable seats shall be Buna-N.
8. Small orifice – 1/8" diameter, suitable for 150 psi working pressure.
9. Inlets: 2" NPT; Outlet As shown.
10. Required accessories:
 - a. Backflushing attachments for flushing as recommended by manufacturer with valves at connection points.
 - b. Isolation valve and tapping saddle for connection to pressure sewer main. Tapping saddle shall be stainless steel band with brass saddle and Buna-N rubber gasket by Ford Meter Box or equal. Isolation valve shall be 2piece bronze full port ball valve with brass, chrome plated ball, and brass stem. Manual lever operator shall be stainless steel. All nipples shall be brass.
11. Manufacturer: Provide air release valves as manufactured by the following:
 - a. A.R.I. Flow Control Accessories Ltd.,
 - b. or approved equal.

2.2 ACCESSORIES

A. Valve Appurtenances

1. Extension Stems, Stem Guides, Wrenches and Keys:
 - a. Provide operating key or wrench of suitable length and size for each valve that is not readily accessible to direct operation.
2. Valve Boxes: Provide each buried valve with a valve box as follows:
 - a. Fabricated of heavy pattern cast iron, two-piece adjustable telescoping type.
 - b. Lower section shall enclose operating nut and rest on bonnet.
 - c. Inside diameter shall be at least 4-1/2 inches.
 - d. Provide extension stem and operating nut attached with stainless steel pins or welded in place.
 - e. Cover shall be heavy duty cast-iron with direction to open arrow cast in.
 - f. Buried valve boxes shall include a valve position indicator.

B. Pressure Gauges for Miscellaneous Services:

1. Pressure gauges shall have a white face with black numerals, enclosed in a flangeless stainless-steel case. Gauges shall be accurate to 1 percent of scale.

2. Gauges shall be installed with an on-off valve.
 3. Gauges on water lines shall have 2-inch diameter cases.
 4. Gauges on other than potable City water, non-potable water supply, and air pipelines shall be provided with a diaphragm seal (with flush connection).
 - a. Seal housing shall be of Type 316 stainless steel, the diaphragm of Teflon or Kel-F, and the filling liquid of silicone oil.
 - b. Seal shall have a 1-inch diameter process connection, cleanout ring, and flush connection. Factory mount a stainless-steel cartridge snubber between the gauge and diaphragm seal.
 5. Ranges shall be as shown, or if not shown, as selected by ENGINEER.
 6. Manufacturer: Provide gauges of one of the following:
 - a. Ashcroft,
 - b. U.S. Gauge,
 - c. or approved equal.
- C. Painting
1. Clean and prime coat ferrous metal surfaces of equipment in the shop in accordance with the requirements of Section 09 91 00.
 2. Coat machined, polished and non-ferrous surfaces including gears, bearing surfaces and similar unpainted surfaces with corrosion prevention compound which shall be maintained during storage and until equipment begins operation.
 3. Field painting is under Section 09 91 00.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General
1. Install all valves and appurtenances in accordance with manufacturer's instructions.
 2. Install all valves so that operating handwheels or wrenches may be conveniently turned from operating floor but without interfering with access, and as approved by ENGINEER.
 3. Unless otherwise approved install all valves plumb and level. Install valves free from distortion and strain caused by misaligned piping, equipment or other causes.

3.2 REPAIR/RESTORATION

- A. Damaged coatings shall be repaired per the manufacturer's recommendation.

3.3 FIELD QUALITY CONTROL

- A. Field Testing and Adjustments

1. Before acceptance of the installed valve, the Contractor shall demonstrate operation in the presence of the Engineer and the Owner shall have the opportunity to operate the valve.
2. Adjust components as required for proper operation.

END OF SECTION

SECTION 40 05 61

KNIFE GATE VALVES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for furnishing and installing knife gate valves.
- B. The Contractor shall furnish all labor, materials, equipment and incidentals required and install complete and ready for operation the valves as indicated on the construction drawings and as specified herein.
- C. All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of potable water, reclaimed water, wastewater, etc., depending on the applications.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer catalog cuts and other information indicating proposed materials, accessories, details, and construction information.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Source Quality-Control Submittals: Indicate results of factory tests and inspections.

1.3 QUALIFICATIONS

- A. Knife gate valves and associated appurtenances shall be products of well-established reputable firms who are fully experienced and qualified in the manufacture of the particular equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications as applicable.

PART 2 - PRODUCTS

2.1 DESIGN

- A. Valve shall be knife gate, metal seated, bonneted with a top mounted packing system to provide a tight stem seal and a backing ring ring to allow repacking the valve under pressure.

- B. Bonnet shall be pressure-retaining type that fully encloses the gate. The bonnet shall be rated at the same pressure as the valve body and shall not include any type of internal gate packing or gate wiper.
- C. Body cladding and face rings shall be fully welded to the carbon steel body – “floating” body liners are not acceptable. All wetted parts of the body and bonnet shall be Type 304 stainless steel, including fasteners. Exterior flanges and stiffeners shall be fabricated carbon steel. Flush and drain ports, if specified, shall be of the same material as the wetted parts.
- D. Valve inside port diameter shall conform to MSS SP-81 requirements.
- E. Packing system shall allow the packing to be replaced under pressure without disassembling the valve or removing the actuator. The packing gland shall be machined on the bottom to mate with the machined stem backing ring. The packing gland and the packing follower shall be Type 304 stainless steel. The selected multiple ring packing set shall be for wet service. The fasteners shall be stainless steel.
- F. Gate shall be ground and polished to ensure seat life and positive seating and shutoff. The gate shall be guided over the full stroke. The gate shall be fully wedged at the top and bottom of the port.
- G. Seat shall be metal seated. Metal seated valves shall have a beveled bottom gate. Metal seated valves shall provide shutoff capability to MSS SP-81 Knife Gate Valves.
- H. Face-to-face dimension shall meet MSS SP-81 Knife Gate Valves
- I. Flanges shall be raised face with serrated finished stainless steel gasket surface. Flange drilling shall be in accordance with ASME B16.5 class 150, 2- 24”; ASME B16.47 Series A class 150 above 24”.
- J. Yoke shall be carbon steel to provide support for the valve actuator without bending or twisting. Stem shall be Type 30-4 stainless steel.
- K. Manually actuated valves 2 - 12" shall have handwheel sized for a maximum rim pull of 60 pounds or fully enclosed, permanently lubricated, bevel gear actuators. Valves 14 - 36" shall be supplied with bevel gear with handwheel actuators.

2.2 TOOLS

- A. Special tools, if required for normal operation and maintenance, shall be supplied with the equipment.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All valves and appurtenances shall be installed in the location shown, true to alignment and rigidly supported. Any damage occurring to the above items before they are installed shall be repaired to the satisfaction of the Owner.
- B. Valves shall be installed such that they are supported properly in their respective positions, free from distortion and strain. Valves shall be installed such that their weight is not borne by pumps and equipment that are not designed to support the weight of the valve.
- C. Allow sufficient clearance around the valve operator for proper operation.

3.2 INSPECTION AND TESTING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.

END OF SECTION

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1. THESE PLANS ARE SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE EXISTING CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATION NECESSARY TO DETERMINE THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED.
2. LOCATION, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE PLANS) AFFECTING HIS WORK.
3. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. SHOULD DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN THE ENGINEER'S CLARIFICATION BEFORE COMMENCING.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, SEWERS, UTILITIES, AND OTHER FACILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL REPAIR ANY DAMAGES DUE TO HIS CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EXISTING DRAINAGE SYSTEM WITHIN THE LIMITS OF THE PROJECT AREA FOR THE DURATION OF THE PROJECT.
6. THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER WITH A DETAILED CONSTRUCTION PHASING PLAN FOR APPROVAL, PRIOR TO BEGINNING CONSTRUCTION.
7. FIELD CONDITIONS MAY NECESSITATE ALIGNMENT AND GRADE DEVIATION OF THE PROPOSED IMPROVEMENTS TO AVOID CONFLICTS. NO ADDITIONAL PAYMENT SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND ENGINEER.
8. ALL PROPOSED WORK SHALL BE COORDINATED WITH WASTEWATER TREATMENT PLANT PERSONNEL AND CITY OF PORT ORANGE AT LEAST TWO WEEKS IN ADVANCE OF PROPOSED CONSTRUCTION.
9. THE CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO THE ENGINEER FOR REVIEW OF ALL PIPE CONNECTIONS, TRANSITIONS, AND SPECIAL APPURTENANCES PRIOR TO FABRICATION OR DELIVERY TO THE JOB SITE.
10. CONNECTIONS TO EXISTING FACILITIES SHALL BE ACCOMPLISHED IN A NEAT WORKMANLIKE MANNER, WHEN FIELD CONDITIONS INDICATE ANY VARIANCE FROM DETAILED METHODS. THE CONTRACTOR SHALL PROVIDE COMPREHENSIVE AND DETAILED DRAWINGS FOR OWNER REVIEW AND APPROVAL PRIOR TO MAKING THE CONNECTIONS.
11. UNLESS OTHERWISE INDICATED OR APPROVED, ALL BELOW GRADE PVC PIPE SHALL HAVE PUSH-ON JOINTS.
12. ALL PIPELINES SHALL HAVE A MINIMUM COVER OF 36" BELOW EXISTING GRADE UNLESS OTHERWISE NOTED OR DIRECTED.
13. WATER SHALL NOT BE PERMITTED IN BUILDING EXCAVATIONS OR TRENCHES DURING CONSTRUCTION. DEWATERING IS REQUIRED TO A MINIMUM OF 18" BELOW BOTTOM OF EXCAVATION.
14. THE CONTRACTOR SHALL NOT ALLOW ANY DISCHARGE OF WASTEWATER TO LANDS AND/OR ADJACENT WATER BODIES OR STORM DRAINS. ANY LEAKAGE MUST BE CONTAINED AND REMOVED AND PROPERLY DISPOSED OF BY THE CONTRACTOR.
15. ALL NEW PIPELINES SHALL BE FLUSHED, TESTED, AND APPROVED PRIOR TO TIE-INS TO EXISTING FACILITIES. THE CONTRACTOR WILL BE ALLOWED TO USE TEMPORARY PLUGS FOR TESTING.
16. CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL BE REQUIRED TO INSTALL ALL EROSION, SEDIMENT, AND TURBIDITY CONTROL MEASURES PRIOR TO CONSTRUCTION OF ANY COMPONENTS ASSOCIATED WITH THE PROJECT. SEDIMENT CONTROL INCLUDES SILT DAMS, TRAPS, EROSION PROTECTION, AND ANY OTHER APPURTENANCES NEEDED BUT NOT NECESSARILY SHOWN ON THESE DRAWINGS.
17. CONTRACTOR SHALL PROVIDE PROTECTIVE MATTING, FUEL CONTAINMENT AND ALL OTHER MATERIALS, EQUIPMENT AND LABOR TO PROTECT THE STAGING AREA DURING CONSTRUCTION.
18. THE CONTRACTOR SHALL COORDINATE THE STAGING AREA WITH THE OWNER. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A SECURE AREA FOR THE STORAGE AND STAGING OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO FENCING, GATES, AND ANY ADDITIONAL ITEMS THAT MAY BE NECESSARY TO SECURE THE AREA.

STANDARD NORTH ARROW (ROTATED TO TRUE NORTH)

NORTH

NOTE (TYP)

NOTE

GRAPHIC SCALE IN FEET

0 2' 4' 8'

GRAPHIC SCALE IN INCHES

0 1/8" 1/4" 1/2"

GRAPHIC SCALES (VALUES ACCURATE WHEN PLOTTED AT FULL SIZE)

TYPICAL PIPING LABEL NOMENCLATURE

8" DIP, FLG (PW)

PIPE SIZE

PROCESS ABBREVIATION

JOINT TYPE

PIPE MATERIAL

SECTION OR
DETAIL
NUMBER/LETTER

OPTIONAL HAT
(INDICATES
VIEW
DIRECTION), OR
SECTION
NUMBER DRAWING
WHERE DETAIL
IS FOUND

SECTION CUT
AND DIRECTION
TAIL

DETAIL OR
SECTION
NUMBER/LETTER
WHERE DETAIL
IS FOUND

DETAIL

SCALE: N.T.S.

DRAWING WHERE
DETAIL IS
REFERENCED

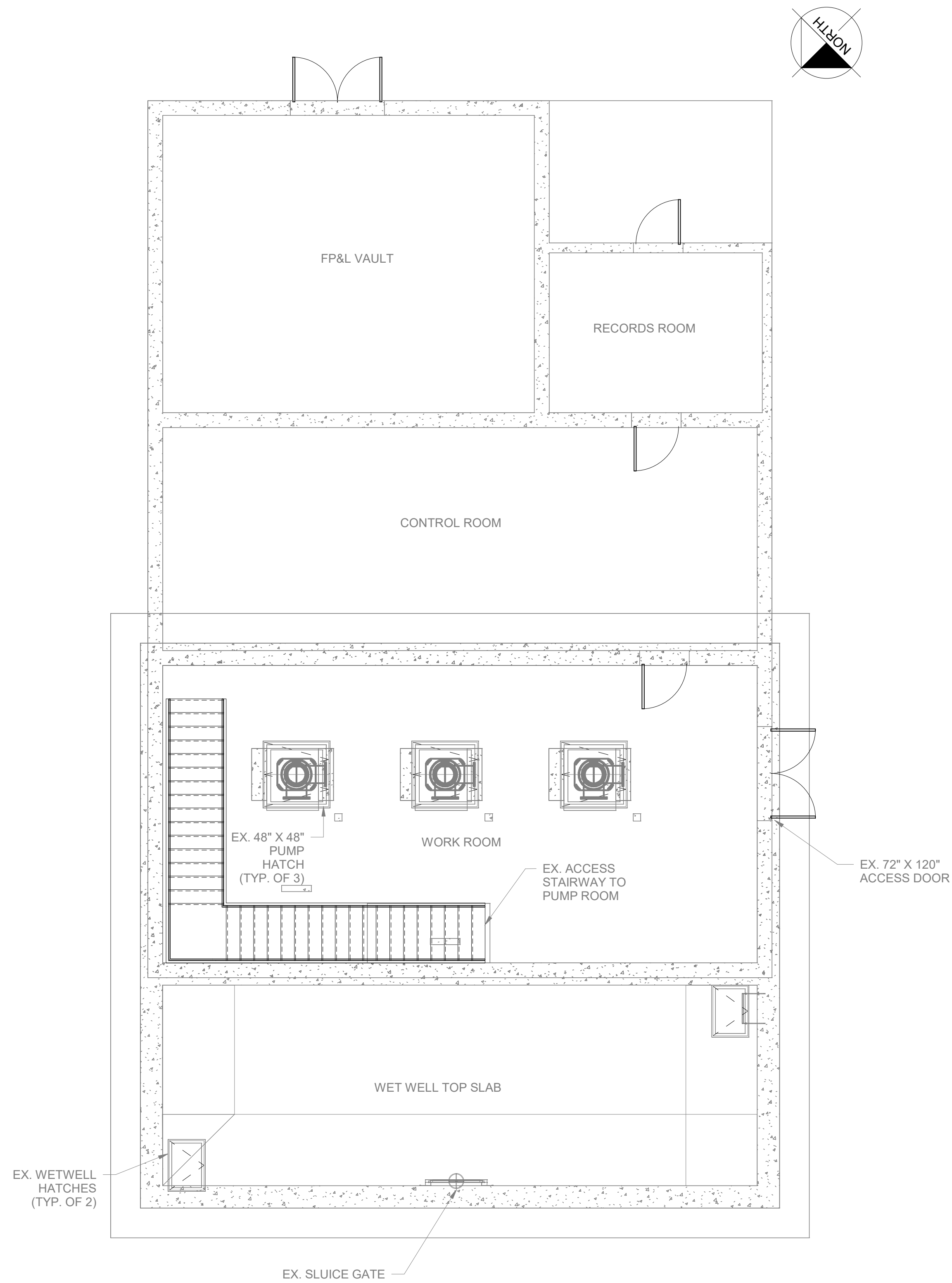
EXTENTS OF
ENLARGED
VIEW

	MECHANICAL JOINT FITTINGS
	FLANGED FITTINGS
	SOLVENT WELD FITTINGS
	BUTT-WELD FITTINGS (S.STL SHOWN)
	BALL VALVE (SOLVENT WELD SHOWN)
	GATE VALVE (FLANGED SHOWN)
	PLUG VALVE (FLANGED SHOWN)
	SWING CHECK VALVE (FLANGED SHOWN)
	PIPE COUPLING
	EXPANSION JOINT (FLANGED SHOWN)
	SOLID LINE PIPING INDICATES ABOVE GRADE PIPING UNLESS OTHERWISE NOTED
	DASHED LINE PIPING INDICATES BELOW GRADE PIPING UNLESS OTHERWISE NOTED

SHEET NUMBER	SHEET NAME
GENERAL	
G-01	COVER PAGE
G-02	GENERAL NOTES
CIVIL	
C-01	EXISTING SITE CONDITIONS
MECHANICAL	
M-01	DEMOLITION PLAN & ISOMETRIC VIEW
M-02	MECHANICAL PLAN
M-03	SECTION VIEW
M-04	LIFT STATION BYPASS PUMPING PLAN
STRUCTURAL	
S-01	STRUCTURAL PLAN
ELECTRICAL	
E-01	ELECTRICAL NOTES, SYMBOLS, AND ABBREVIATIONS
E-02	ELECTRICAL SITE PLAN
E-03	EXISTING SINGLE LINE DIAGRAM
E-04	PROPOSED SINGLE LINE DIAGRAM
E-05	CONTROL RISER DIAGRAMS
E-06	VFD ELEMENTARY DIAGRAM
E-07	CONTROL SYSTEM DETAILS
E-08	LOWER LEVEL BUILDING ELECTRICAL PLANS
E-09	UPPER LEVEL BUILDING ELECTRICAL PLAN - STEP 1
E-10	UPPER LEVEL BUILDING ELECTRICAL PLAN - STEP 2
E-11	UPPER LEVEL BUILDING ELECTRICAL PLAN - STEP 3
E-12	UPPER LEVEL BUILDING FINAL ELECTRICAL LIGHTING PLAN
E-13	ADMIN. BLDG. DATA CONNECTION PLAN VIEW
E-14	ELECTRICAL DETAILS SHEET - 1
E-15	ELECTRICAL DETAILS SHEET - 2
I-01	INSTRUMENTATION NOTES, LEGEND, AND ABBREVIATIONS
I-02	CONTROL SYSTEM DIAGRAM
I-03	FUTURE CONTROL SYSTEM DIAGRAM
I-04	PICS NETWORK RACK

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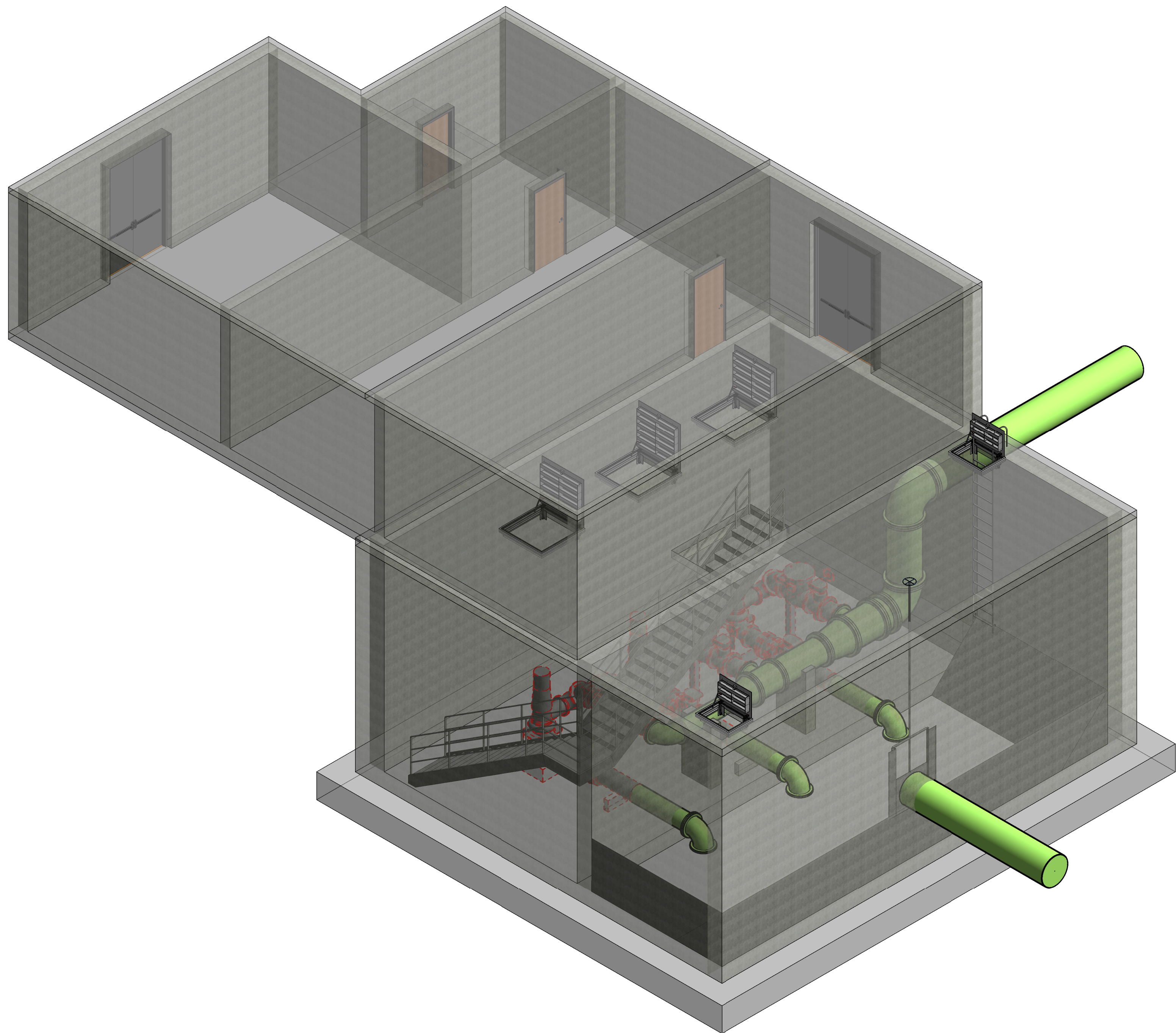
BM 360. / WaterWastewater-Marketing/EAST MASTER LIFT STATION PUMP REHABILITATION_Kevin Gerszuny.rvt



1
M-03

EXISTING SITE CONDITIONS PLAN
3/16" = 1'-0"

GRAPHIC SCALE IN INCHES
0 1/8" 1/4" 3/8"



2

EXISTING SITE CONDITIONS ISOMETRIC
N.T.S.

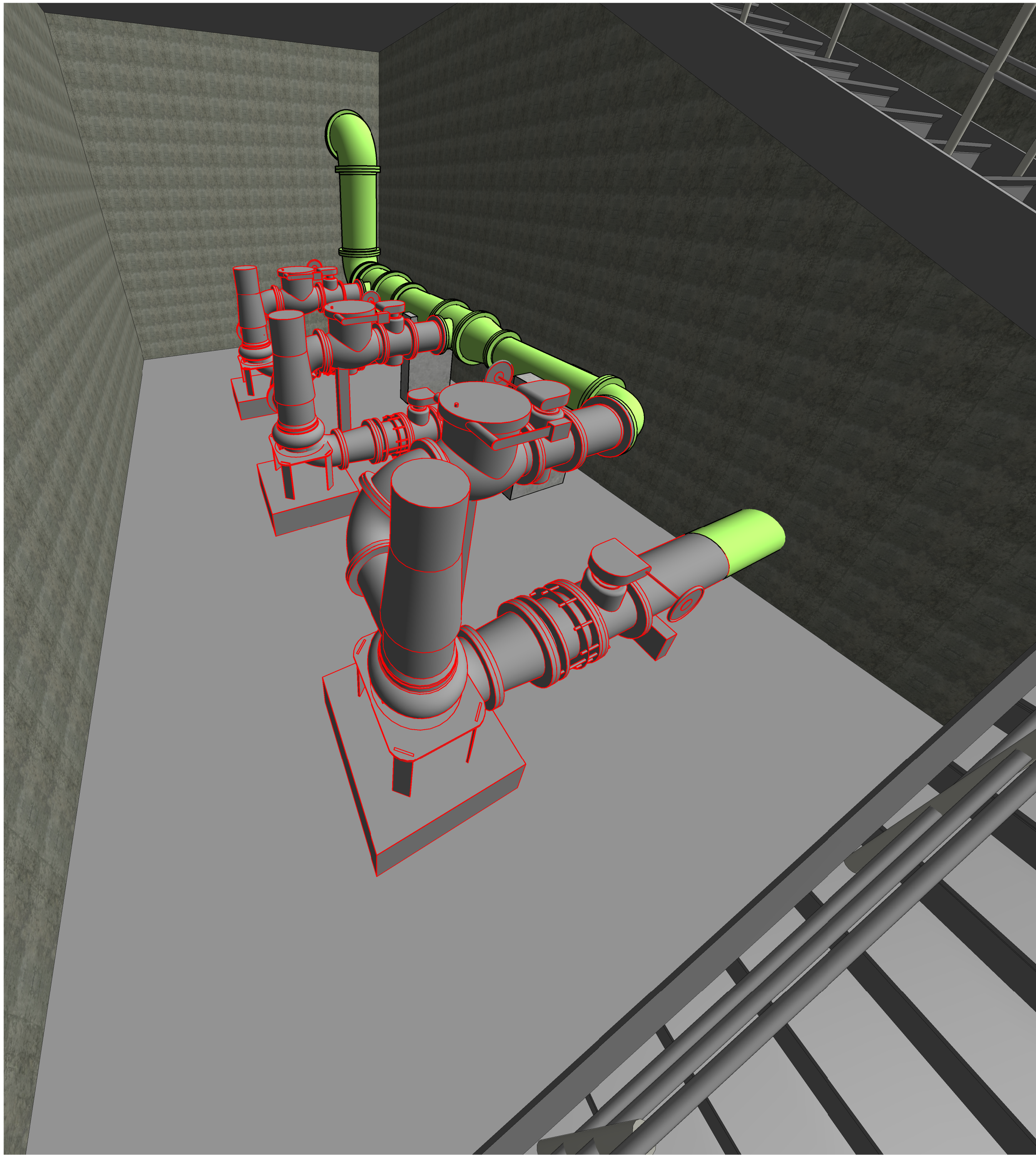
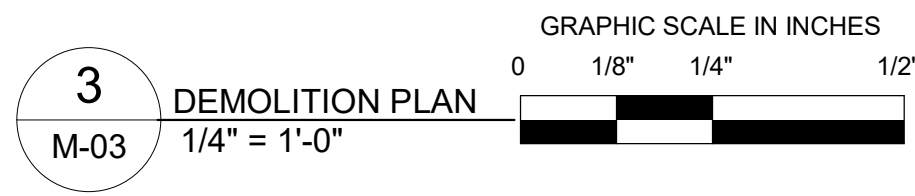
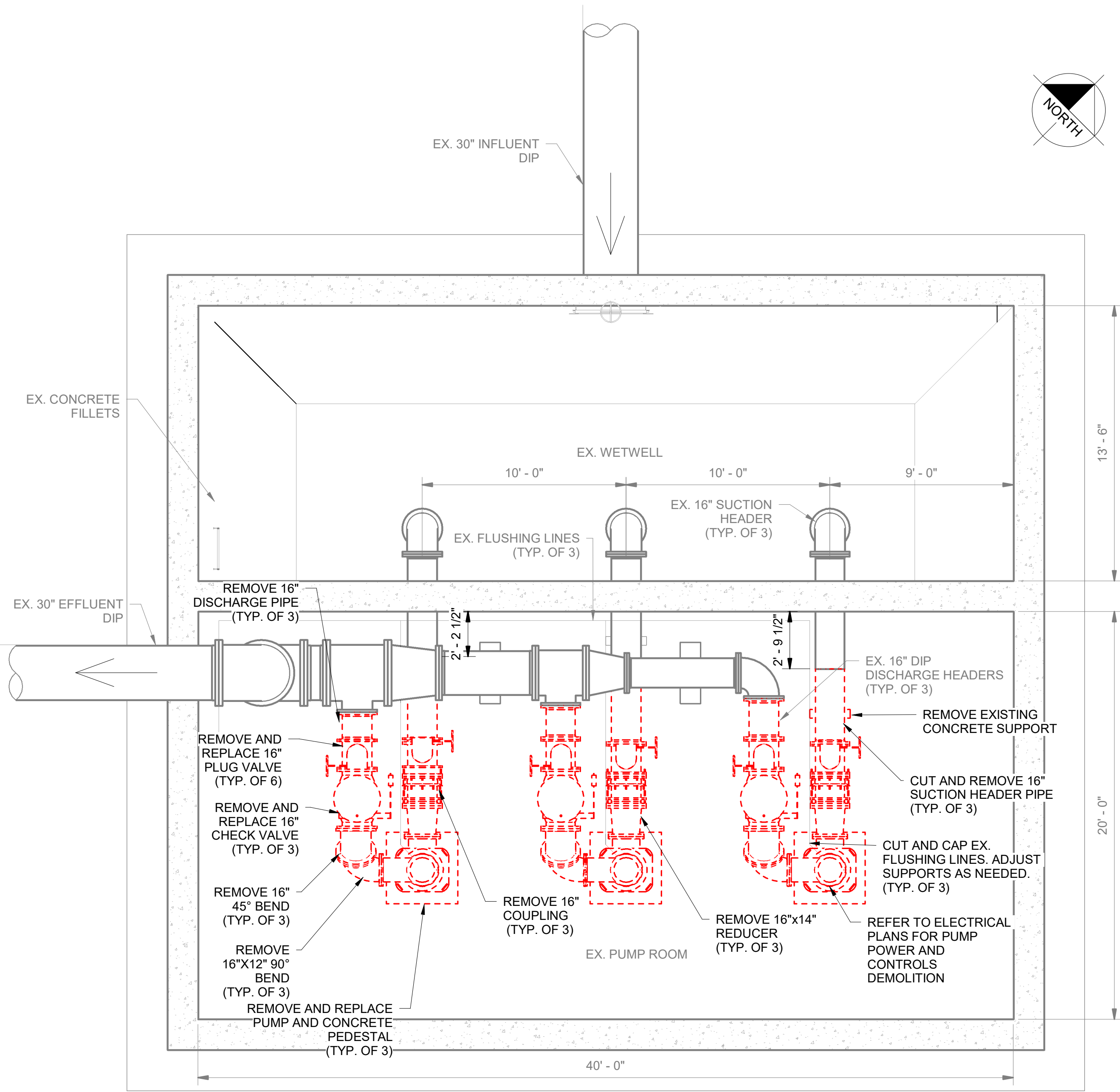
100% DESIGN PLANS

KHA PROJECT 142225015		DATE APRIL 2022		SCALE: AS SHOWN		DESIGNED BY: KHA		DRAWN BY: KEG		CHECKED BY: MLB	
LICENSED PROFESSIONAL:		MALCOLM L. BRYANT, P.E.		FL LICENSE NUMBER 65582		DATE: xx/xx/xx					
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.		101 E SILVER SPRINGS BOULEVARD, SUITE 400, OCALA, FL 34470		PHONE: (352) 438-3000		WWW.KIMLEY-HORN.COM					
Kimley»Horn		No.		Revisions		By		Date			
WRF EAST MASTER LIFT STATION UPGRADES		EXISTING SITE CONDITIONS		SHEET NUMBER C-01							

BM 360.7/WaterWastewater-Morfeing/EAST MASTER LIFT STATION PUMP REHABILITATION_Kevin Gerszuny.rvt

GENERAL NOTES:

1. EXISTING STRUCTURE DIMENSIONS AND CONFIGURATION ARE BASED ON AS-BUILT DRAWINGS AND ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO DEMOLITION
2. CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY APPURTENANCES NECESSARY TO INSTALL PROPOSED EQUIPMENT
3. FOR ALL EQUIPMENT REMOVED, REMOVE ALL ANCHORS TO MINIMUM 1/2-INCH BELOW SURFACE, COAT W/ BITUMASTIC AND GROUT FINISH



4
DEMOLITION ISOMETRIC VIEW
N.T.S.

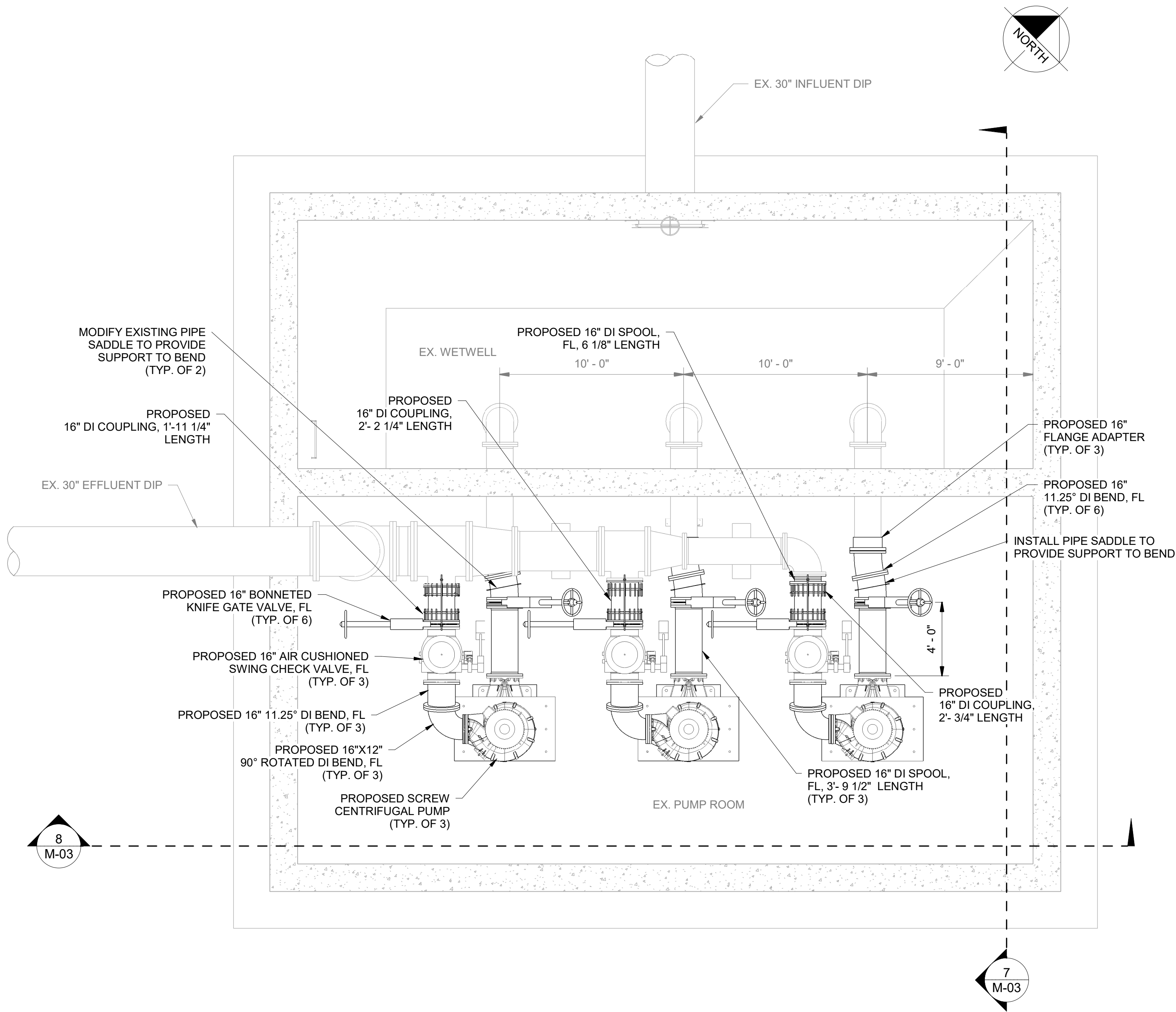
100% DESIGN PLANS

KHA PROJECT 142225015		DATE APRIL 2022		SCALE: AS SHOWN		DESIGNED BY: KHA		DRAWN BY: KEG		CHECKED BY: NEM	
LICENSED PROFESSIONAL:		NICOLE E. MCCONNELL		FL LICENSE NUMBER 73789		DATE: xx/xx/xx		Revisions		No.	
KIMLEY»Horn		© 2022 KIMLEY-HORN AND ASSOCIATES, INC.		188 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO, FL 32801		PHONE: (407) 898-1511		WWW.KIMLEY-HORN.COM		By	
WRF EAST MASTER LIFT STATION UPGRADES		DEMOLITION PLAN & ISOMETRIC VIEW		SHEET NUMBER M-01		100% DESIGN PLANS		Date		By	

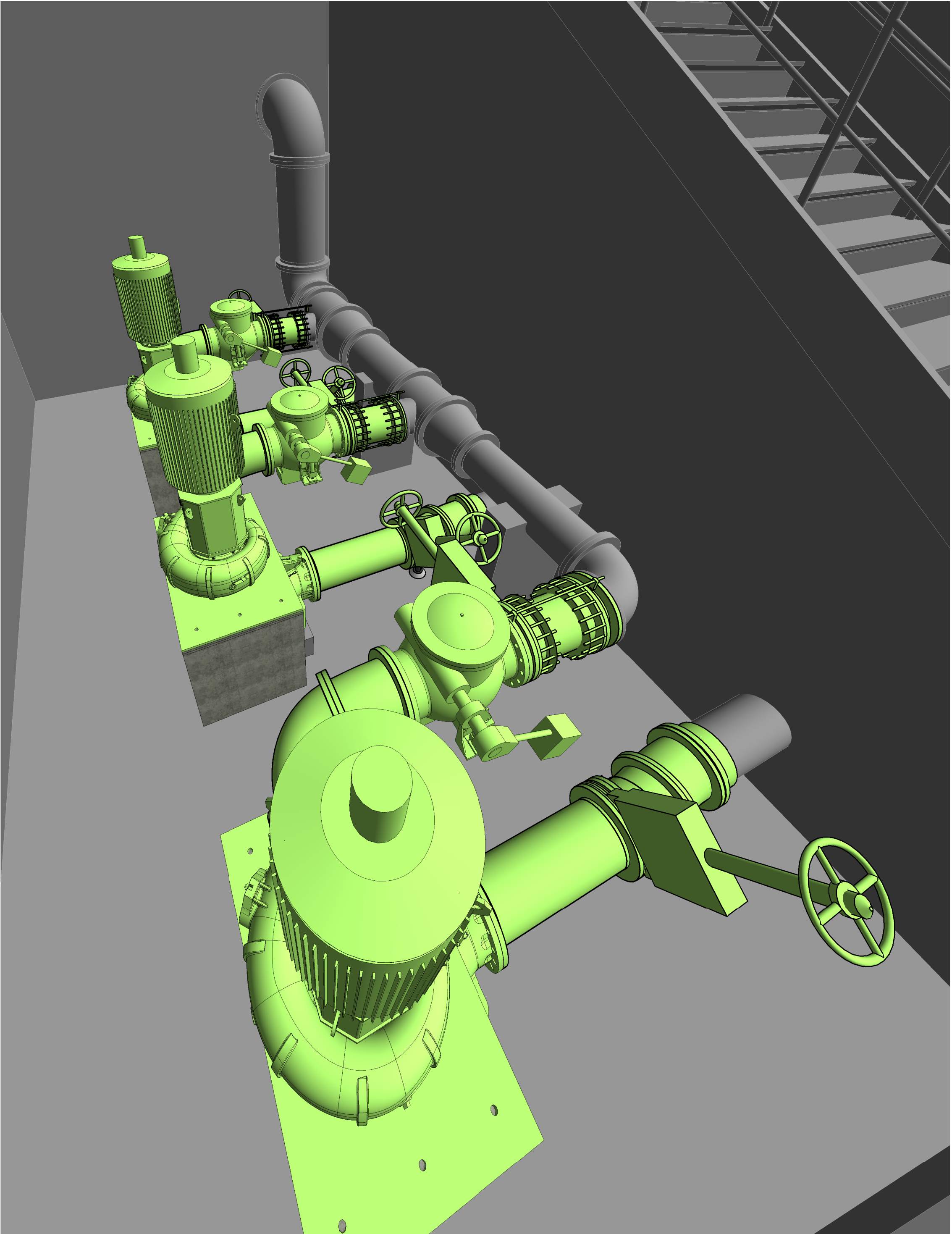
BM 360. / WaterWastewater-Morleting/EAST MASTER LIFT STATION PUMP REHABILITATION_Kevin.Gerszuny.rvt

GENERAL NOTES:

1. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS



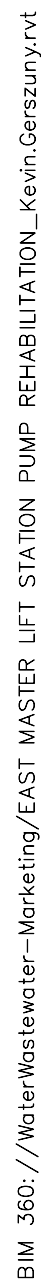
5 PROPOSED MODIFICATIONS PLAN
1/4" = 1'-0"



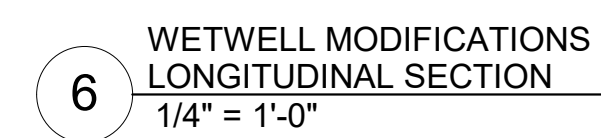
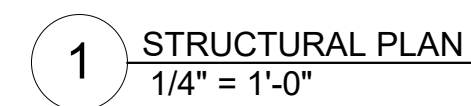
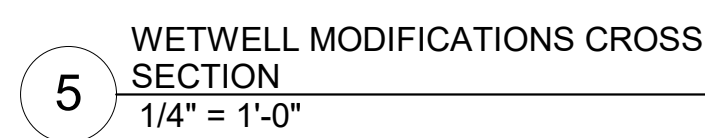
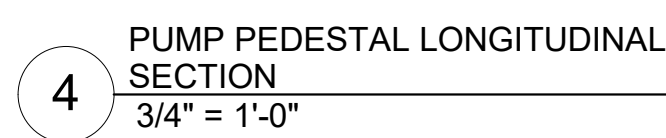
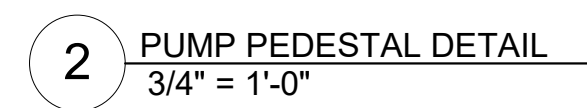
6 PROPOSED MODIFICATIONS ISOMETRIC
N.T.S.

100% DESIGN PLANS

KHA PROJECT 142325015		DATE APRIL 2022		SCALE: AS SHOWN		DESIGNED BY: KHA		DRAWN BY: KEG		CHECKED BY: NEM	
LICENSED PROFESSIONAL:		NICOLE E. MCCONNELL		FL LICENSE NUMBER 73789		DATE: xx/xx/xx		No.		By	
KIMLEY»Horn		© 2022 KIMLEY-HORN AND ASSOCIATES, INC.		188 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO, FL 32801		PHONE: (407) 898-1511		WWW.KIMLEY-HORN.COM		Date	
WRF EAST MASTER LIFT STATION UPGRADES		MECHANICAL PLAN		SHEET NUMBER M-02		100% DESIGN PLANS					



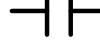
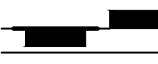
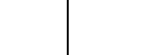
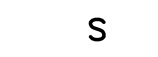
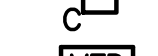
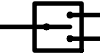
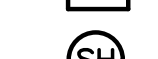
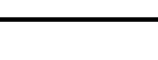
1. IN LIEU OF DEMOLISHING EXISTING CONCRETE PUMP PEDESTAL,
CONTRACTOR MAY MODIFY EXISTING CONCRETE PEDESTALS TO
INSTALL PUMPS PER MANUFACTURER'S RECOMMENDATIONS

[illegible]

LICENSED PROFESSIONAL: _____
NICOLE E. MCCONNELL
FL LICENSE NUMBER 73789
DATE: xx/xx/xx

WRF EAST MASTER LIFT STATION UPGRADES

SHEET NUMBER
S-01

PLAN SYMBOLS		SINGLE LINE DIAGRAM SYMBOLS		CONTROL DIAGRAM SYMBOLS		ABBREVIATIONS		NOTES	
	HOME RUN TO PANELBOARD. NO. OF ARROWS INDICATE NO. OF CIRCUITS, HASH MARKS INDICATE NO. OF #12 AWG. CONDUCTORS. NO HASH MARKS INDICATE 2 #12 CONDUCTORS.		COMBINATION MOTOR STARTER		NORMALLY OPEN CONTACT	A	AMPERES	1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2020 7TH EDITION FLORIDA BUILDING CODE SCC CHAPTER 40, APPENDIX A, 106.3.5, THE 2020 NATIONAL ELECTRICAL CODE, (REF: SCCC CHAPTER 40, APPENDIX A, 106.3.5) NFPA 1, NFPA 70 AND NFPA 101 2020 AND SHALL COMPLY WITH ALL LOCAL RULES. 2. THE PLANS REFLECT SYSTEM VOLTAGE DROPS AS PER F.B.C. ENERGY CONSERVATION 2020, C405.6.3 FEEDER CONDUCTORS ARE SIZED FOR A MAXIMUM VOLTAGE DROP OF 2 PERCENT AT DESIGN LOAD. BRANCH CIRCUIT CONDUCTORS ARE SIZED FOR A MAXIMUM VOLTAGE DROP OF 3 PERCENT AT DESIGN LOAD. 3. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ALL NEW ELECTRICAL WORK INDICATED. 4. ELECTRICAL CONTRACTOR SHALL VISIT JOB SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING ELECTRICAL INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. EXISTING CONDITIONS OF ELECTRICAL EQUIPMENT, LIGHT FIXTURES, ETC... THAT ARE PART OF THE FINAL SYSTEM SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING HIS BID. 5. MINIMUM WIRE SIZE SHALL BE #12 A.W.G. EXCLUDING CONTROL WIRING, UNLESS OTHERWISE NOTED. 6. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS NECESSARY FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER. 7. ELECTRICAL SYSTEM SHALL BE COMPLETE AND EFFECTIVELY GROUNDED AS REQUIRED BY THE N.E.C. 2020 EDITION OR LOCAL CODES. ALL CONDUITS SHALL HAVE A BOND WIRE SIZED PER TABLE 250-122 OF THE 2020 NATIONAL ELECTRICAL CODE. 8. ALL MATERIALS SHALL BE NEW AND BEAR UNDERWRITERS' LABELS WHERE APPLICABLE. 9. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTED BY ENGINEER/OWNER. 10. CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN TWO YEARS FROM DATE OF ACCEPTANCE. 11. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED. 12. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED OF HIS WORK. 13. ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS W/ TYPED WRITTEN DIRECTORIES (NEW & EXISTING). 14. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. 15. DO NOT SCALE THE ELECTRICAL DRAWINGS. REFER TO THE MECHANICAL DRAWINGS & THE APPROVED MANUFACTURER'S SHOP DRAWINGS FOR THE EXACT LOCATION OF ALL EQUIPMENT. 16. NON-SHADED TEXT DENOTES NEW EQUIPMENT, STRUCTURES AND WORK. <i>SHADED AND SLANTED</i> TEXT DENOTES EXISTING EQUIPMENT OR STRUCTURES. 17. ALL CONTROL PANELS SHALL BE UL LISTED AND SHALL COMPLY WITH ARTICLE 409 OF THE NEC. 18. ALL EMPTY CONDUITS SHALL BE INSTALLED WITH PULLSTRING. 19. PER THE FBC-ENERGY CONSERVATION, WITHIN 30 DAYS AFTER THE DATE OF ACCEPTANCE, RECORD DRAWINGS OF THE ACTUAL INSTALLATION SHALL BE PROVIDED TO THE BUILDING OWNER, INCLUDING THE FOLLOWING: a. SINGLE LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM. b. FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION (REF: FBC-ECC405.5.4.1-7TH EDITION). 20. PER THE FBC-ENERGY CONSERVATION, WITHIN 30 DAYS AFTER THE DATE OF ACCEPTANCE, AN OPERATING MANUAL MAINTENANCE MANUAL BE PROVIDED TO THE BUILDING OWNER. THE MANUALS SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING: a. SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. b. OPERATION MANUALS AND MAINTENANCE FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED. c. NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY. (REF:FBC-EC 405.5.4.2 - 7TH EDITION).	
	CONDUIT CONCEALED IN WALL, IN SLAB ABOVE, OR ABOVE CEILING		SHUNT TRIP		NORMALLY CLOSED CONTACT	AIC	AMPS INTERRUPTING CURRENT		
	CONDUIT CONCEALED IN OR BELOW FLOOR OR UNDERGROUND.		FUSE		LIMIT SWITCH, NORMALLY OPEN	ATS	AUTOMATIC TRANSFER SWITCH		
	CONDUIT RUN EXPOSED. RUN PARALLEL OR PERPENDICULAR TO STRUCTURE OR WALL.		CAPACITOR		LIMIT SWITCH, NORMALLY CLOSED	BKR	BREAKER		
	FLEXIBLE CONDUIT WITH EQUIPMENT CONNECTION.		MOLDED CASE CIRCUIT BREAKER		PRESSURE SWITCH, NORMALLY OPEN	BLDG	BUILDING		
	CONCRETE ENCASED DUCTBANK.		TYPICAL SELECTOR SWITCH AND CONTROL. SEE ELEMENTARY DIAGRAMS FOR EXACT TYPE.		PRESSURE SWITCH, NORMALLY CLOSED	BSCP	BARSCREEN CONTROL PANEL		
	EXTERIOR LED LUMINAIRE AND MOUNTING STANDARD.		ELECTRIC A.C. MOTOR, NO. INDICATES HORSEPOWER.		FLOAT SWITCH, NORMALLY OPEN	BUCP	BACKUP CONTROL PANEL		
	JUNCTION BOX N.E.C. SURFACE MOUNTED UNLESS INDICATED OTHERWISE.		SERVICE OR EQUIPMENT GROUND.		FLOAT SWITCH, NORMALLY CLOSED	CCC	CHLORINE CONTACT CHAMBER		
	JUNCTION BOX PER N.E.C., FLUSH MOUNTED UNLESS INDICATED OTHERWISE.		NON-FUSIBLE DISCONNECT SWITCH, 30A,3P UNLESS OTHERWISE INDICATED.		FLOW SWITCH, NORMALLY OPEN	CPCP	CHEMICAL FEED CONTROL PANEL		
	FLUSH OR SURFACE MOUNTED LIGHTING PANELBOARD.		NON-FUSIBLE DISCONNECT SWITCH, 30A,3P UNLESS OTHERWISE INDICATED.		FLOW SWITCH, NORMALLY CLOSED	CPT	CONTROL POWER TRANSFORMER		
	FLUSH OR SURFACE MOUNTED POWER PANELBOARD.		CURRENT TRANSFORMERS		TEMPERATURE SWITCH, NORMALLY OPEN	CU	COPPER		
	DRY TYPE TRANSFORMER. NO. INDICATES KVA RATING.		POTENTIAL TRANSFORMERS.		TEMPERATURE SWITCH, NORMALLY CLOSED	DH	DATA HIGHWAY		
	LIQUID FILLED TYPE TRANSFORMER		SPACE HEATER		NORMALLY OPEN, TIMED TO CLOSE CONTACT	DISC	DISCONNECT		
	20A, 125V, 3W DUPLEX RECEPTACLE IN FLUSH OUTLET BOX, 18" ABOVE FINISHED FLOOR.		TEMPERATURE		NORMALLY CLOSED, TIMED TO OPEN CONTACT	DSB	DISTRIBUTION SWITCHBOARD		
	20A, 125V, 3W DUPLEX GFI RECEPTACLE IN FLUSH OUTLET BOX MOUNTED 18" ABOVE FINISHED FLOOR		CROUSE HINDS EYSR FITTING. FILLED WITH CHICO CEMENT		ALARM RELAY	EAP	EYEWASH ALARM PANEL		
	20A, 125V, 3W DUPLEX RECEPTACLE, SURFACE MOUNTED.		KIRK KEY INTERLOCK		ALARM TIMER	ELEC	ELECTRICAL		
	SURFACE MOUNTED GROUND FAULT DUPLEX WEATHERPROOF RECEPTACLE WITH COVER RATED NEMA 4 WHILE IN USE 20A, 125V, 3W - MOUNTED 18" ABOVE FINISHED FLOOR.		NON-FUSIBLE DISCONNECT SWITCH, 30A,3P UNLESS OTHERWISE INDICATED.		CONTROL RELAY	ENCL	ENCLOSURE		
	FLUSH MOUNTED GROUND FAULT DUPLEX WEATHERPROOF RECEPTACLE WITH WP COVER RATED NEMA 4 WHILE IN USE MOUNTED 18" ABOVE FINISHED FLOOR		FLOW SWITCH		MOTOR STARTER	EF	EXHAUST FAN		
	SINGLE POLE SWITCH WITH PILOT LIGHT IN FLUSH OUTLET BOX, 48" ABOVE FINISHED FLOOR, UNLESS OTHERWISE NOTED (TYPICAL).		MOTOR CALL		TIMING RELAY	EQ	EQUALIZATION		
	SINGLE POLE SWITCH, WITH PILOT LIGHT SURFACE MOUNTED.		ALARM INDICATING LIGHT		RUN INDICATING LIGHT	ETM	ELAPSED TIME METER		
	THREE-WAY SWITCH IN FLUSH OUTLET BOX.		MOMENTARY CONTACT PUSHBUTTON		MOMENTARY BREAK PUSHBUTTON OR RESET	EXH	EXHAUST		
	NON-FUSIBLE DISCONNECT SWITCH, 30A,3P UNLESS OTHERWISE INDICATED.		KEYED SWITCH		MAINTAINED CONTACT ON-OFF SWITCH	EXIST	EXISTING		
	NON-FUSIBLE DISCONNECT SWITCH, 30A,3P UNLESS OTHERWISE INDICATED, WITH REMOTE CONTROL STATION AS REQUIRED BY ELEMENTARY DIAGRAMS OR SPECS.		MAINTAINED CONTACT		START/STOP(S/S) CONTROL SWITCH	FBC	FLORIDA BUILDING CODE		
	ELECTRIC A.C. MOTOR, NO. INDICATES HORSEPOWER.		THREE POSITION MAINTAINED CONTACT SELECTOR SWITCH		FUSE	FPL	FLORIDA POWER & LIGHT		
	POWER PULLBOX, SEE DETAIL		CONTROL PULLBOX. SEE DETAIL		MOLDED CASE CIRCUIT BREAKER	FPP	FIBER PATCH PANEL		
	CONTROL PULLBOX. SEE DETAIL		CONTROL POWER TRANSFORMER		REMOTE TERMINAL BLOCK POINT	FVNR	FULL VOLTAGE NON-REVERSING		
	VARIABLE FREQUENCY DRIVE					GCP	GENERATOR CONTROL PANEL		
	THERMOSTAT					GEN	GENERATOR		
	ELECTRIC HEATER					GFR	GROUND FAULT RECEPTACLE		
	GROUND TEST WELL					GFI	GROUND FAULT INTERRUPTER		
	GROUND ROD					GND	GROUND		
	OFF/REMOTE					GRS	GALVANIZED RIGID STEEL		
	FLOW SWITCH					GST	GROUND STORAGE TANK		
	LEVEL ELEMENT					HMI	HUMAN MACHINE INTERFACE		
	LEVEL INDICATING TRANSMITTER					HP	HORSEPOWER		
	TEMPERATURE SWITCH					IPVP	INTERNAL RECYCLE PUMP VFD PANEL		
	SEAL FAIL					KVA	KILO VOLT-AMPERES		
	TEMPERATURE ELEMENT					KW	KILOWATT		
	PRESSURE SWITCH					LP	LOOP		
	FLOW ELEMENT					LS	LIMIT SWITCH		
	FLOW INDICATING TRANSMITTER					LTG	LIGHTING		
	TERMINATION CABINET WITH COPPER LUGS IN NEMA 4X 316 SS ENCLOSURE					MAX	MAXIMUM		
	SPACE HEATER					MCB	MAIN CIRCUIT BREAKER		

KHA PROJECT 142325015		DATE SEPT. 2022		STEPHEN E. BAILEY, P.E.	
SCALE: AS SHOWN		DESIGNED BY: SEB		FL LICENSE NUMBER 42461	
DRAWN BY: FAD		CHECKED BY: SEB		DATE:	

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461

ENGINEERING
CONSULTANTS

BID SET

ELECTRICAL
NOTES, SYMBOLS
& ABBREVIATIONS

WRF EAST MASTER
LIFT STATION
UPGRADES

SHEET NUMBER
E-01

Revisions

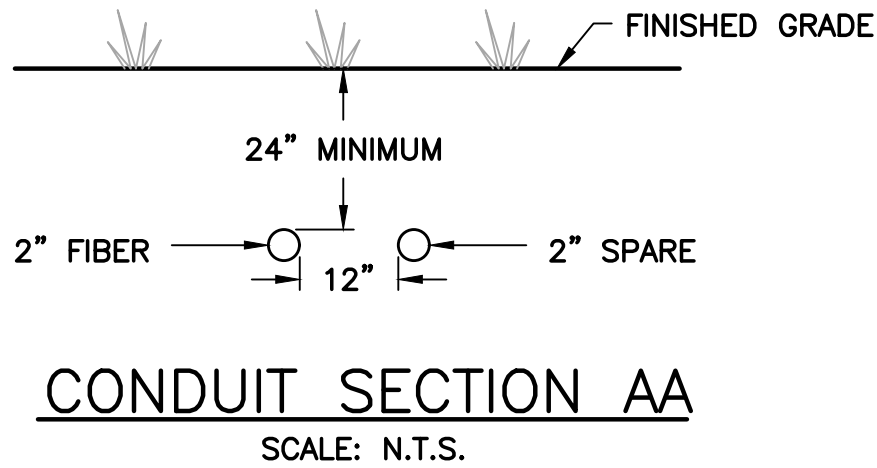
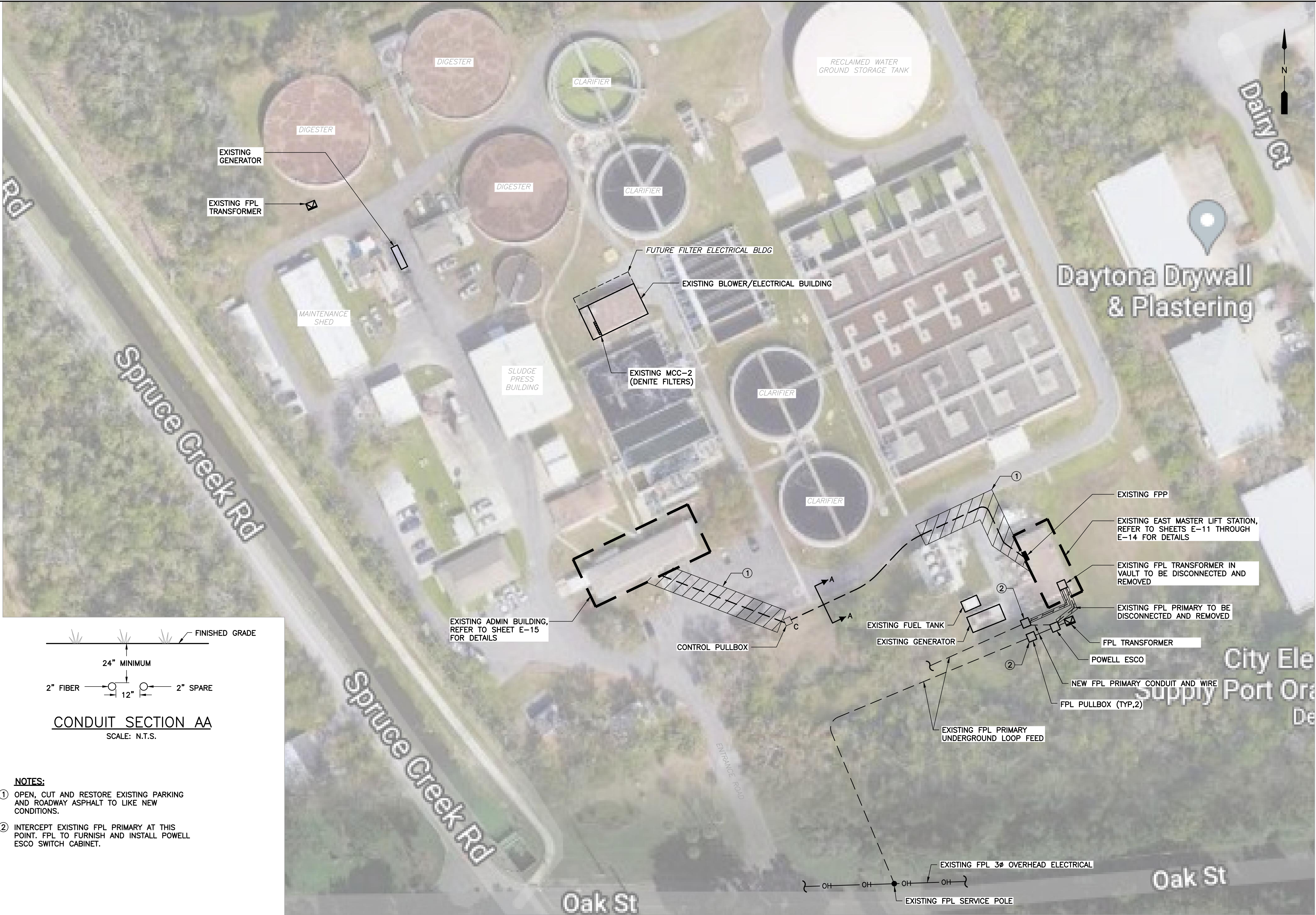
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Date

By

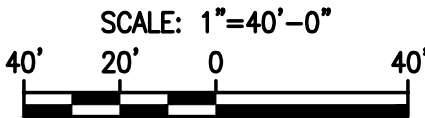
Kimley»Horn

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PHONE (352) 438-3000
WWW.KIMLEY-HORN.COM CA 0000696



- NOTES:**
- ① OPEN, CUT AND RESTORE EXISTING PARKING AND ROADWAY ASPHALT TO LIKE NEW CONDITIONS.
 - ② INTERCEPT EXISTING FPL PRIMARY AT THIS POINT. FPL TO FURNISH AND INSTALL POWELL ESCO SWITCH CABINET.

ELECTRICAL SITE PLAN



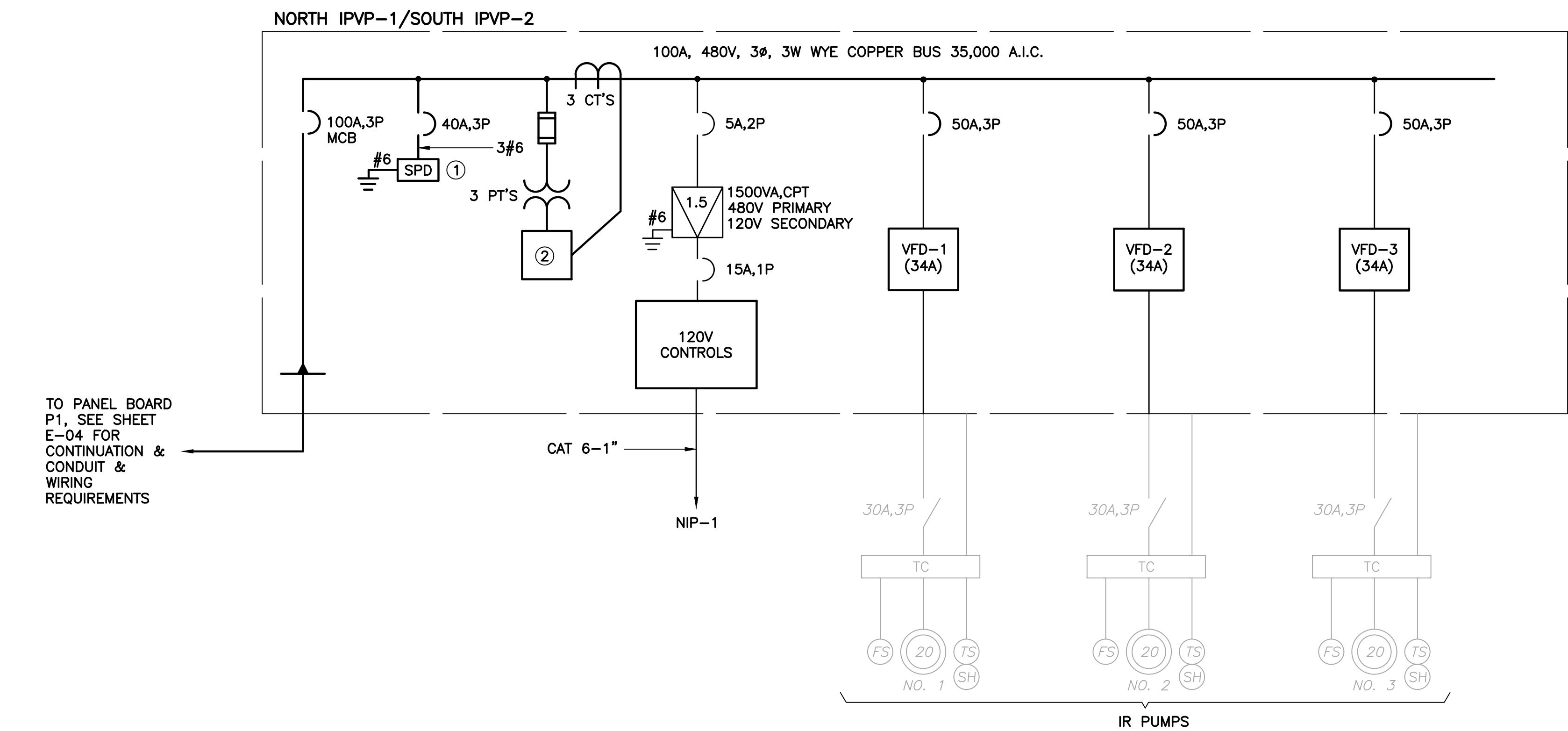
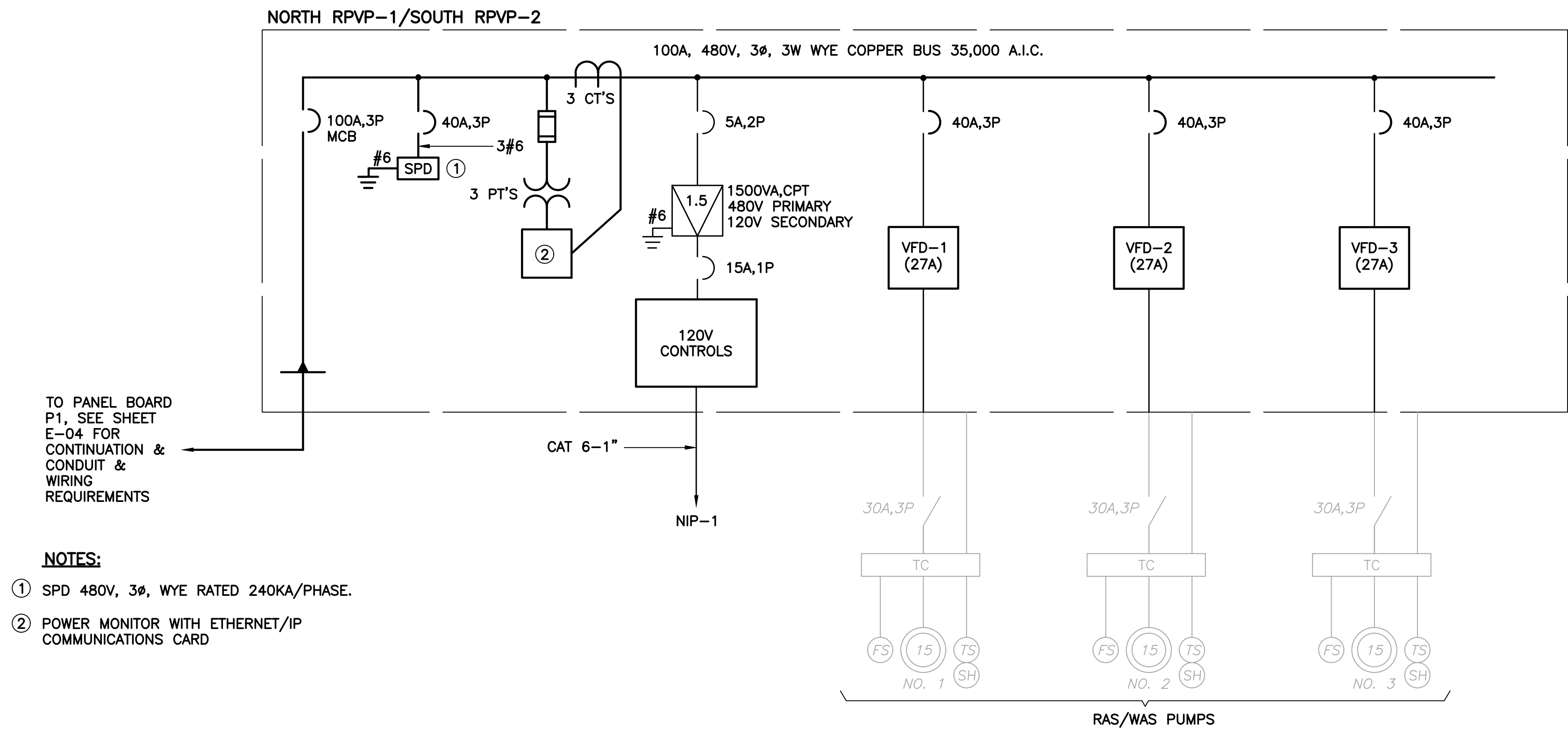
SITE ADDRESS
817 OAK STREET
PORT ORANGE, FL 32127

BID SET

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



KHA PROJECT 142325015		DATE SEPT. 2022	SCALE: AS SHOWN	DESIGNED BY: SEB	DRAWN BY: FAD	CHECKED BY: SEB	LICENSED PROFESSIONAL: STEPHEN E. BAILEY, P.E. FL LICENSE NUMBER 42461	© 2020 KIMLEY-HORN AND ASSOCIATES, INC. 101 E SILVER SPRINGS BOULEVARD, SUITE 400, OCALA, FL 34470 PHONE: (352) 438-3000 WWW.KIMLEY-HORN.COM CA 0000696		Kimley»Horn		Daytona Drywall & Plastering	
SHEET NUMBER E-02		ELECTRICAL SITE PLAN		WRF EAST MASTER LIFT STATION UPGRADES		LICENSED PROFESSIONAL: STEPHEN E. BAILEY, P.E. FL LICENSE NUMBER 42461		© 2020 KIMLEY-HORN AND ASSOCIATES, INC. 101 E SILVER SPRINGS BOULEVARD, SUITE 400, OCALA, FL 34470 PHONE: (352) 438-3000 WWW.KIMLEY-HORN.COM CA 0000696		Kimley»Horn		Daytona Drywall & Plastering	
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WRF EAST MASTER LIFT STATION UPGRADES

RAS/WAS PUMP & INTERNAL RECYCLE PUMP RISER DIAGRAM

SHEET NUMBER
E-05

142325015	DATE SEPT. 2022	SCALE: AS SHOWN	DESIGNED BY: SEB	DRAWN BY: FAD	CHECKED BY: SEB
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DATE: _____

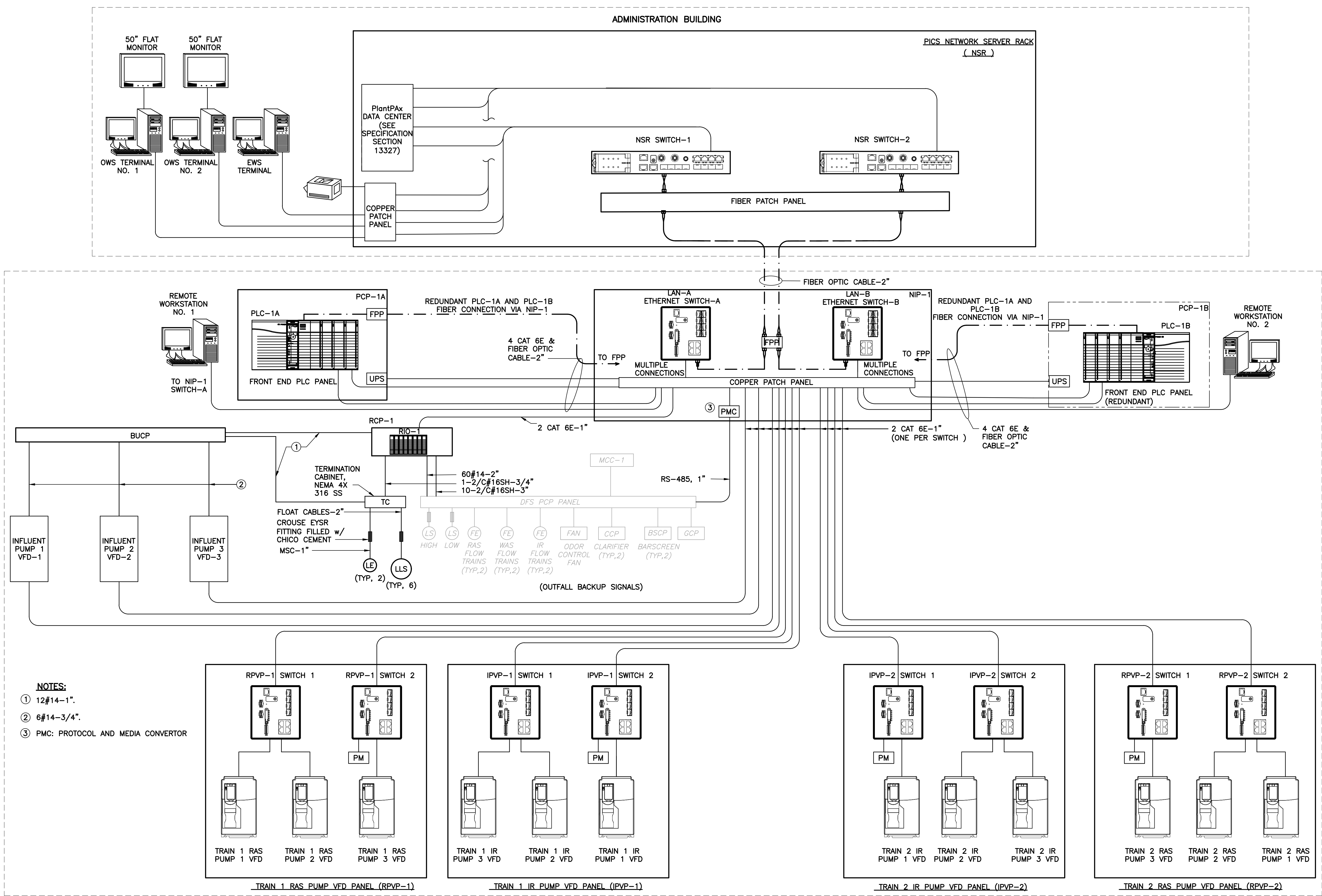
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[illegible]

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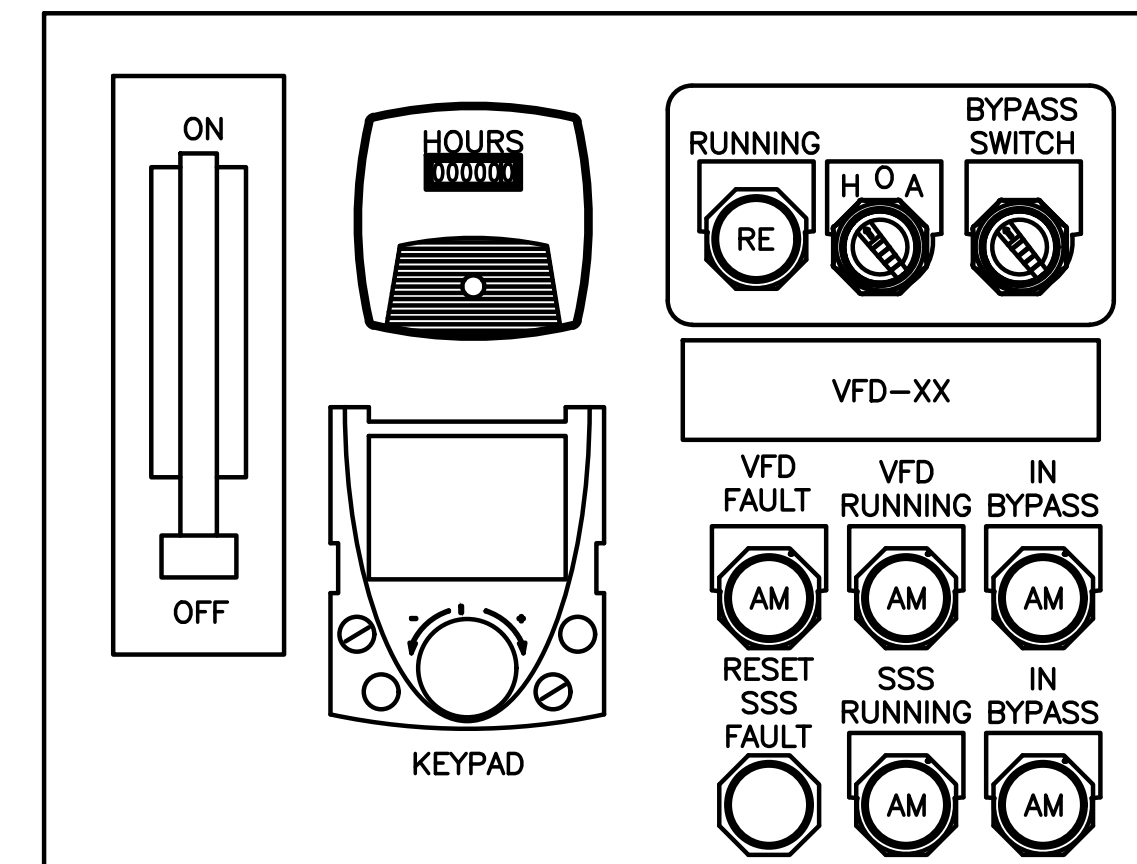
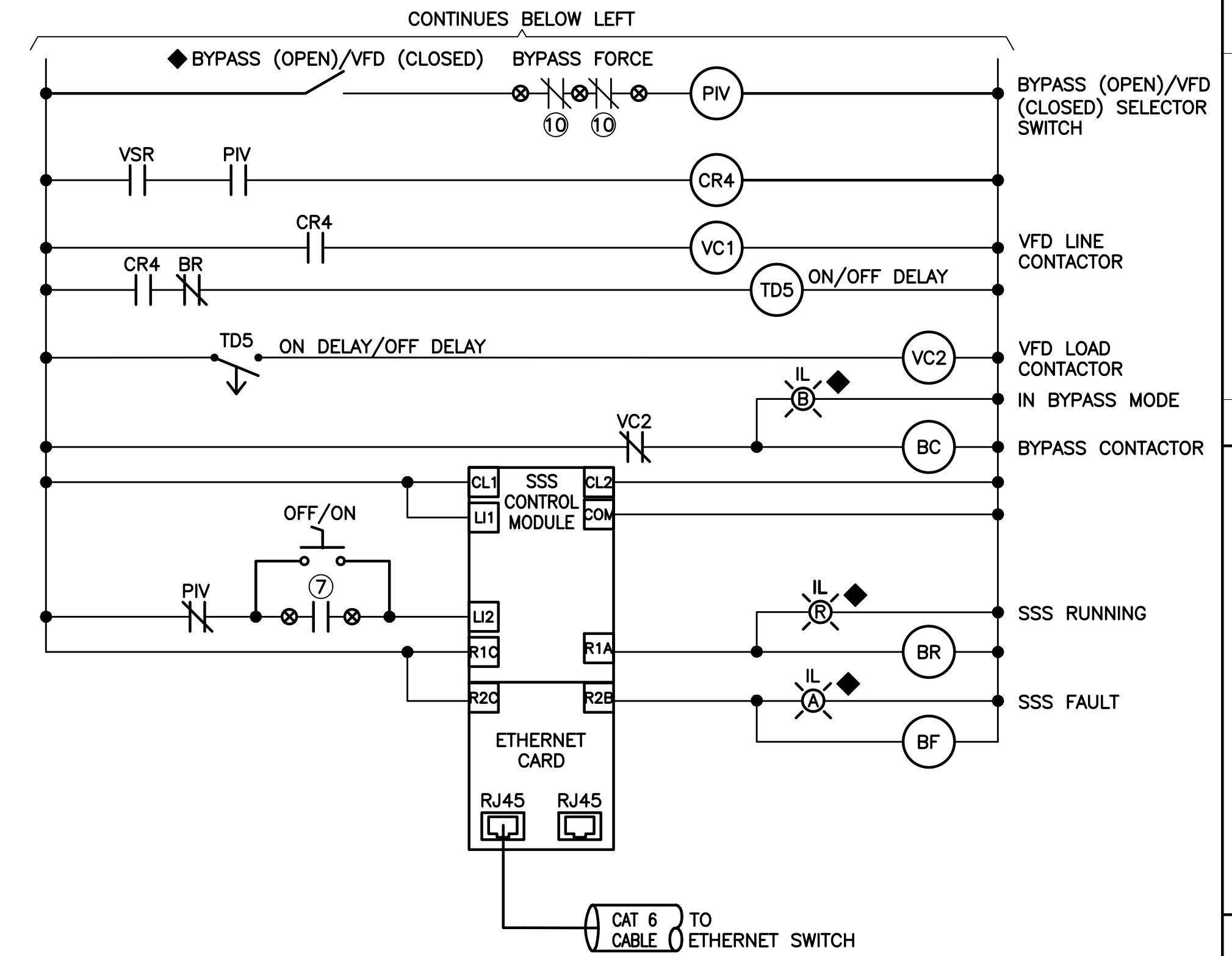
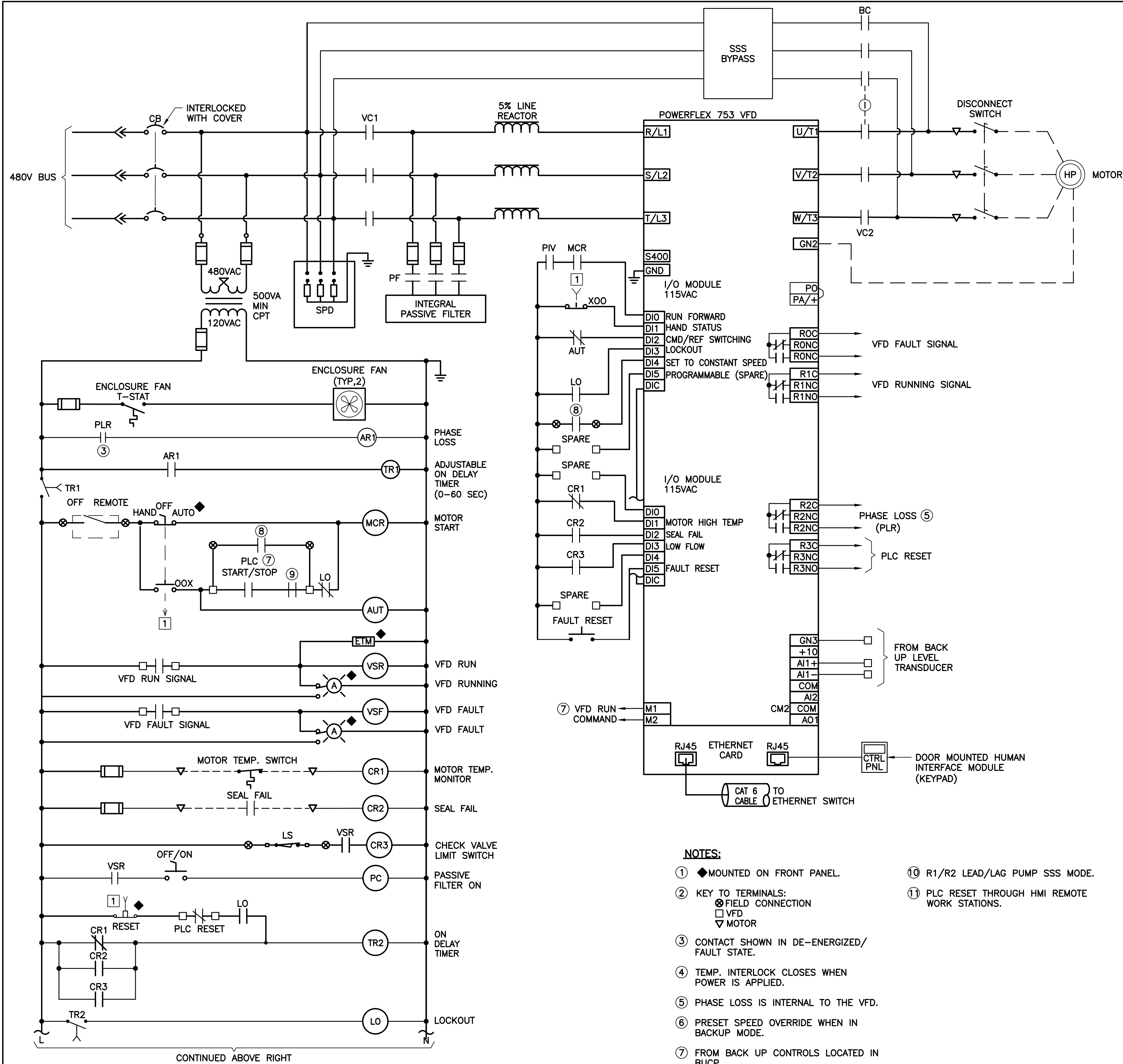


CONTROL SYSTEM RISER DIAGRAM

BID SET

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COOPER CITY, FLORIDA 33328
PHONE: (954) 448-7930
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Stephen E. Bailey, P.E.
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KHA PROJECT 142325015				DATE SEPT. 2022		SCALE: AS SHOWN		DESIGNED BY: SEB		DRAWN BY: FAD		CHECKED BY: SEB		DATE:									
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WRF EAST MASTER LIFT STATION UPGRADES												CONTROL SYSTEM RISER DIAGRAM				SHEET NUMBER E-07		Revisions		By		Date	



FRONT VIEW

NOTES:

- ◆ MOUNTED ON FRONT PANEL.
- KEY TO TERMINALS:
 - ⊗ FIELD CONNECTION
 - VFD
 - ▽ MOTOR
- CONTACT SHOWN IN DE-ENERGIZED/ FAULT STATE.
- TEMP. INTERLOCK CLOSES WHEN POWER IS APPLIED.
- PHASE LOSS IS INTERNAL TO THE VFD.
- PRESET SPEED OVERRIDE WHEN IN BACKUP MODE.
- FROM BACK UP CONTROLS LOCATED IN BUCP.
 - XR1 STARTS PUMP 1 SSS.
 - XR2 STARTS PUMP 2 SSS.
 - XR3 STARTS PUMP 3 SSS.
- FROM BUCP.
 - R3 FOR VFD 1.
 - R4 FOR VFD 2.
 - R5 FOR VFD 3.
- R7A/R7B (IN BACK UP MODE).
- ⑩ R1/R2 LEAD/LAG PUMP SSS MODE.
- ⑪ PLC RESET THROUGH HMI REMOTE WORK STATIONS.

INFLUENT PUMP VFD ELEMENTARY DIAGRAM (TYP.)

BID SET

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WRF EAST MASTER
LIFT STATION
UPGRADES

INFLUENT PUMP VFD
ELEMENTARY
DIAGRAM

SHEET NUMBER
E-09

LICENSED PROFESSIONAL:

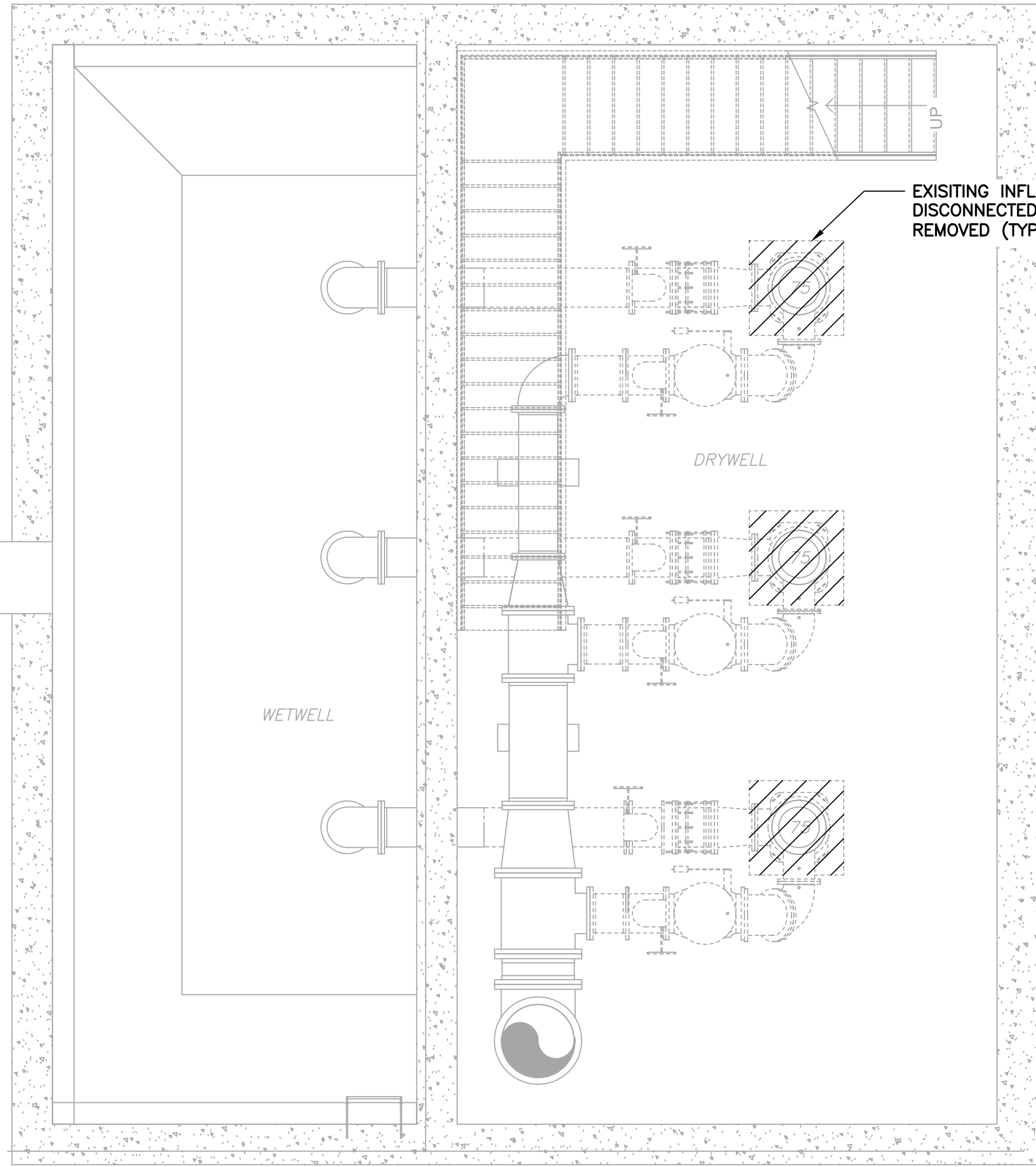
KHA PROJECT
142325015
DATE
SEPT. 2022
SCALE: AS SHOWN
DESIGNED BY: SEB
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DATE:

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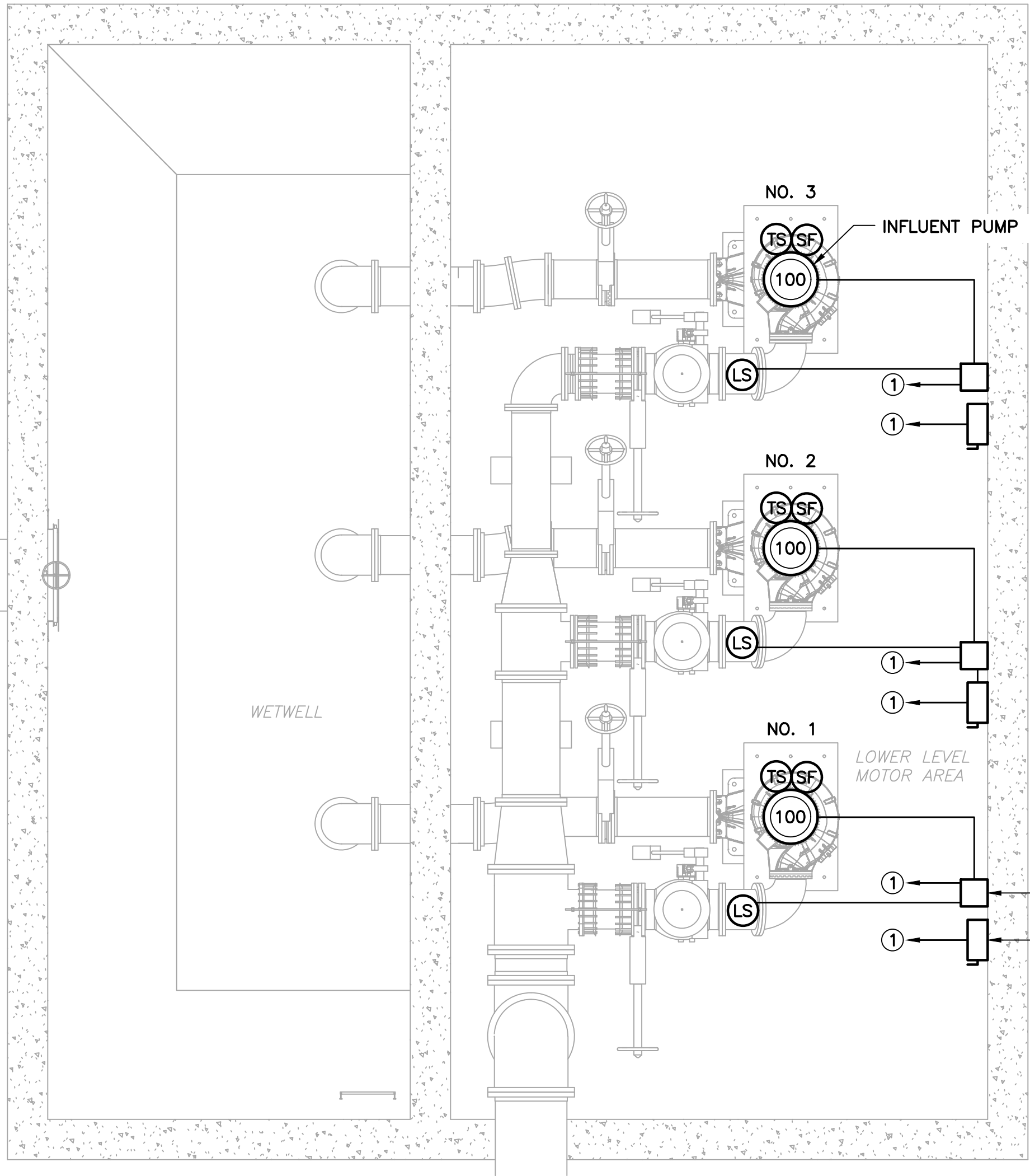
No.	Revisions	By	Date



LOWER LEVEL BUILDING
ELECTRICAL DEMOLITION PLAN

SCALE: 1/4"=1'-0"

1 0 1 2 3 7'



LOWER LEVEL BUILDING
PROPOSED ELECTRICAL PLAN

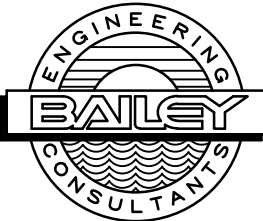
SCALE: 1/4"=1'-0"

1 0 1 2 3 7'

NOTES:
① TO VFD, LOCATED ON UPPER LEVEL.
SEE SHEET E-11.

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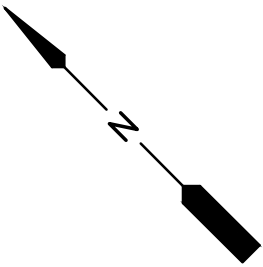
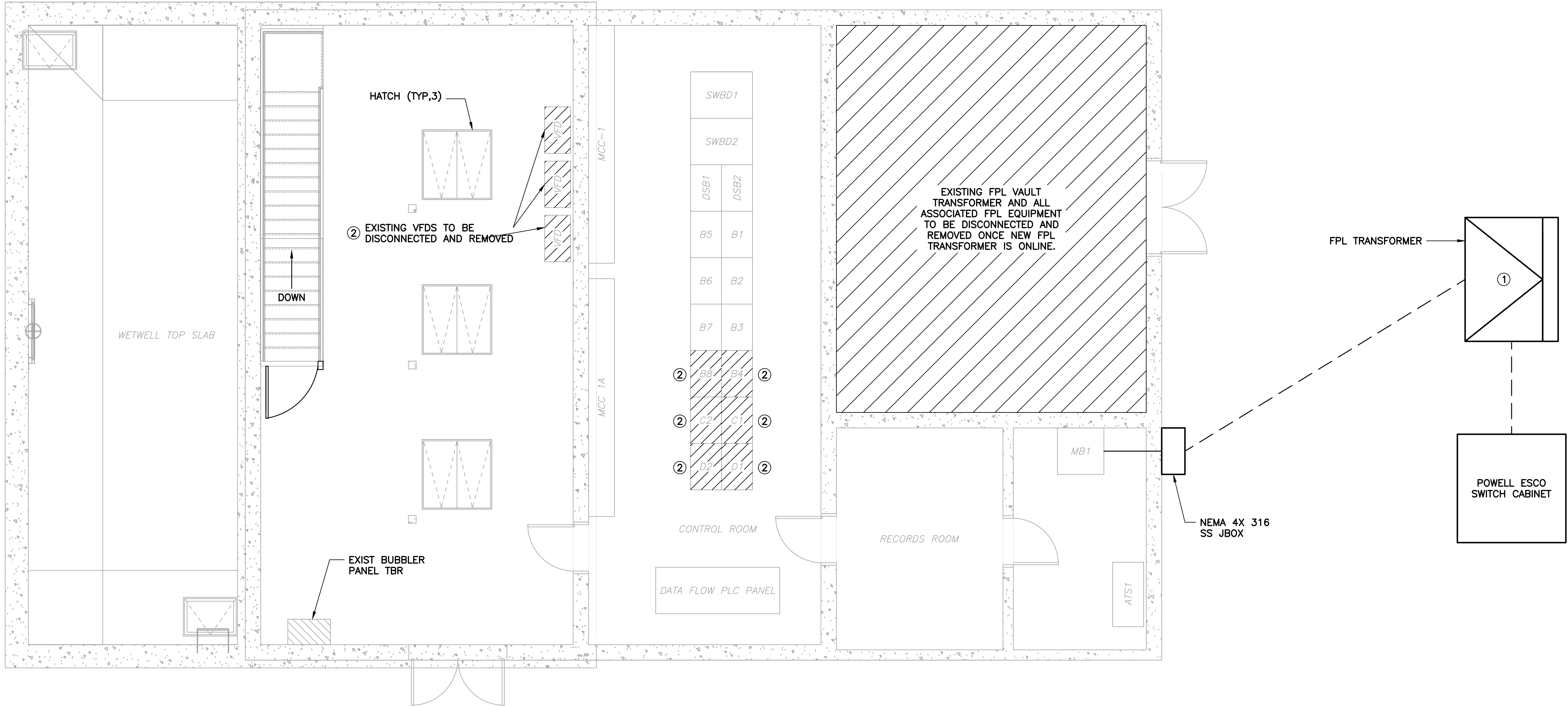


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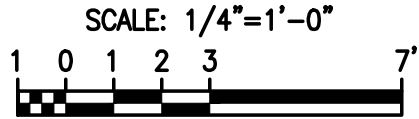
WRF EAST MASTER
LIFT STATION
UPGRADES

LOWER LEVEL
BUILDING
ELECTRICAL PLANS

SHEET NUMBER
E-11



UPPER LEVEL BUILDING
ELECTRICAL DEMOLITION PLAN – STEP 1



SEQUENCE OF CONSTRUCTION

- ① FURNISH AND INSTALL FPL TRANSFORMER AND POWELL ESCO SWITCH CABINET. CONNECT TO MB1 AND PLACE ONLINE.
- ② DISCONNECT AND REMOVE EXISTING INFLUENT PUMP VFDS, AND SECTIONS B4, B8, C1, C2, D1, D2.

BID SET

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C.O.A. NO. 6783
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Florida P.E. No. 42461



UPPER LEVEL
BUILDING ELECTRICAL
DEMOLITION PLAN -
STEP 1

SHEET NUMBER
E-12

WRF EAST MASTER
LIFT STATION
UPGRADES

LICENSED PROFESSIONAL:

KHA PROJECT
142325015
DATE
SEPT. 2022
SCALE: AS SHOWN
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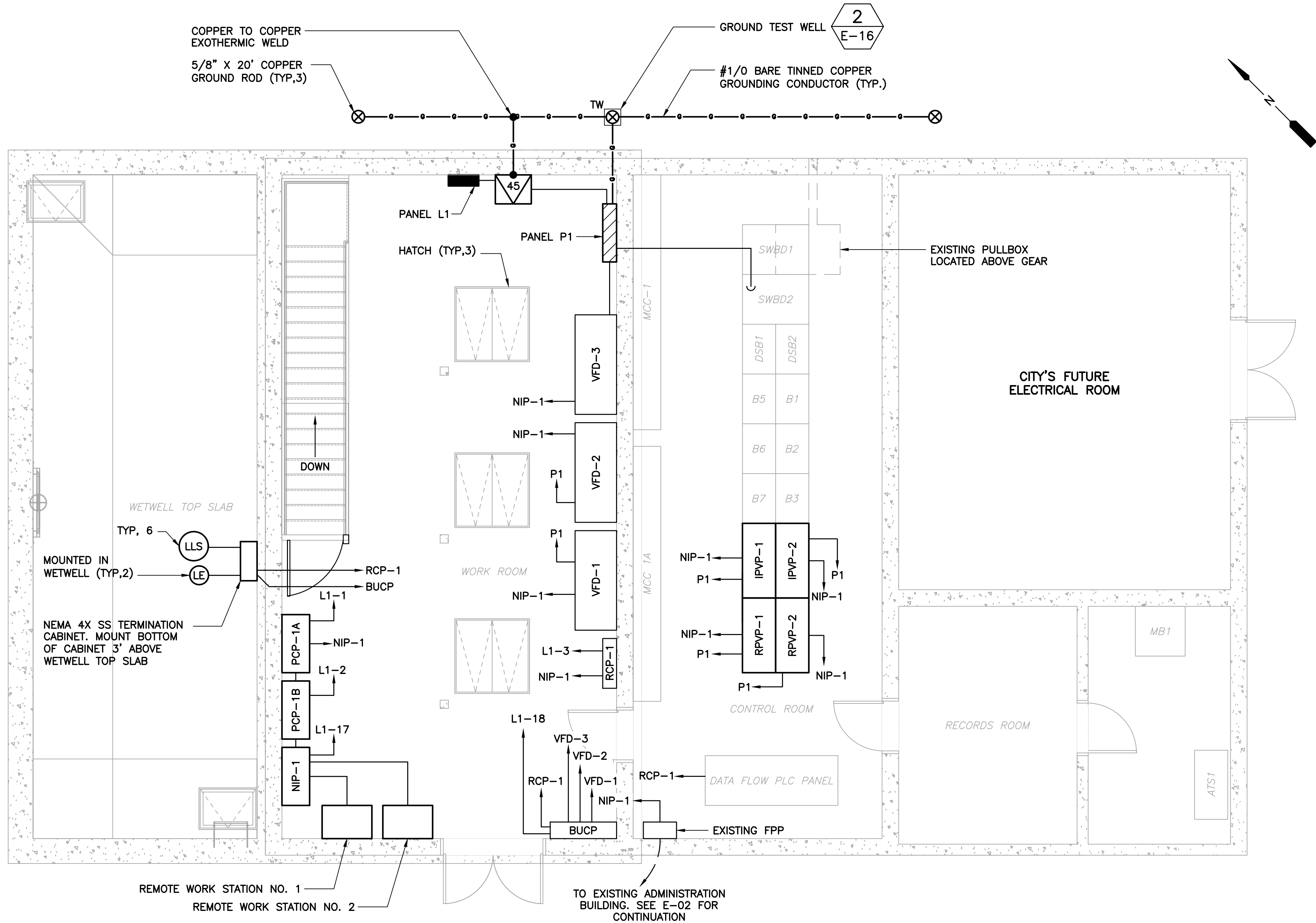
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Revisions

By

Date



UPPER LEVEL BUILDING
PROPOSED ELECTRICAL PLAN - STEP 2
SCALE: 1/4"=1'-0"
1 0 1 2 3 7'

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C.O.A. NO. 6783
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Florida P.E. No. 42461



UPPER LEVEL
BUILDING PROPOSED
ELECTRICAL PLAN -
STEP 2

SHEET NUMBER
E-13

WRF EAST MASTER
LIFT STATION
UPGRADES

LICENSED PROFESSIONAL:

STEPHEN E. BAILEY, P.E.

FL LICENSE NUMBER
42461

DATE:

KHA PROJECT
142325015

DATE
SEPT. 2022

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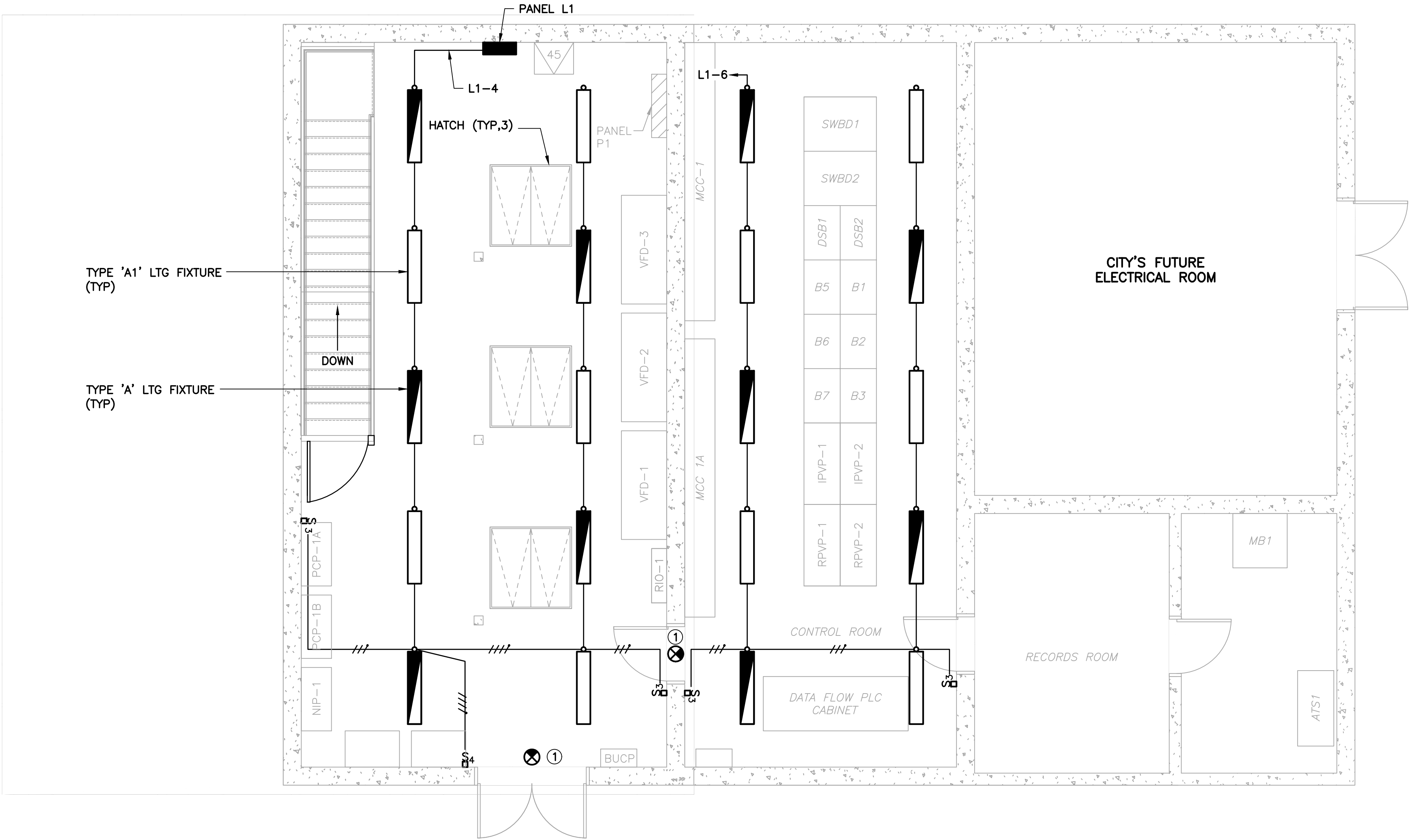
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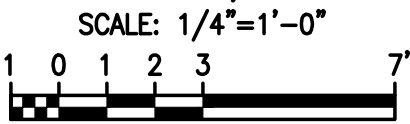
Revisions

By

Date



UPPER LEVEL BUILDING
FINAL ELECTRICAL/LIGHTING PLAN



- NOTES:**
- ① WIRE EXIT LIGHTS TO LINE SIDE OF NEAREST SWITCH.

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10620 GRIFFIN ROAD, SUITE 202
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Florida P.E. No. 42461



UPPER LEVEL
BUILDING FINAL
ELECTRICAL/LIGHTING
PLAN

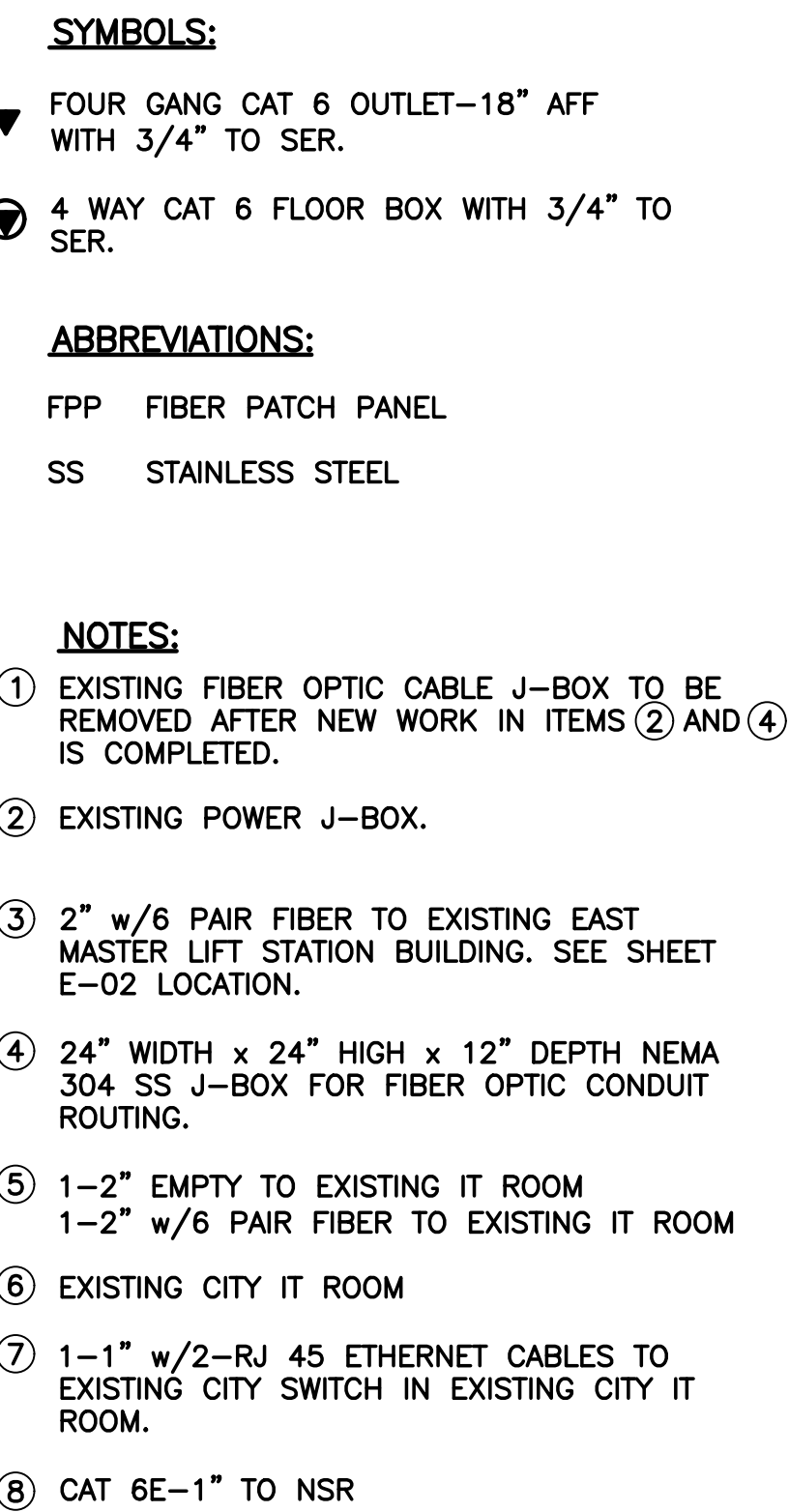
SHEET NUMBER
E-14

WRF EAST MASTER
LIFT STATION
UPGRADES

KHA PROJECT 142325015	LICENSED PROFESSIONAL:
DATE SEPT. 2022	STEPHEN E. BAILEY, P.E.
SCALE: AS SHOWN	FL LICENSE NUMBER 42461
DESIGNED BY: SEB	DATE:
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No.	Revisions	By	Date



SCALE: $\frac{3}{8}" = 1'-0"$



A horizontal graphic scale bar with tick marks at 0, 1, 2, and 4 feet. The bar is divided into segments of alternating black and white. The total length of the bar represents 4 feet.

BID SET

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



EXISTING ADMIN.
BLDG. DATA
CONNECTION PLAN
VIEW

WRF EAST MASTER LIFT STATION UPGRADES

KHA PROJECT 142325015		LICENSED PROFESSIONAL:	
DATE SEPT. 2022		STEPHEN E. BAILEY, P.E.	
SCALE: AS SHOWN		FL LICENSE NUMBER 42461	
DESIGNED BY: SEB		DATE:	
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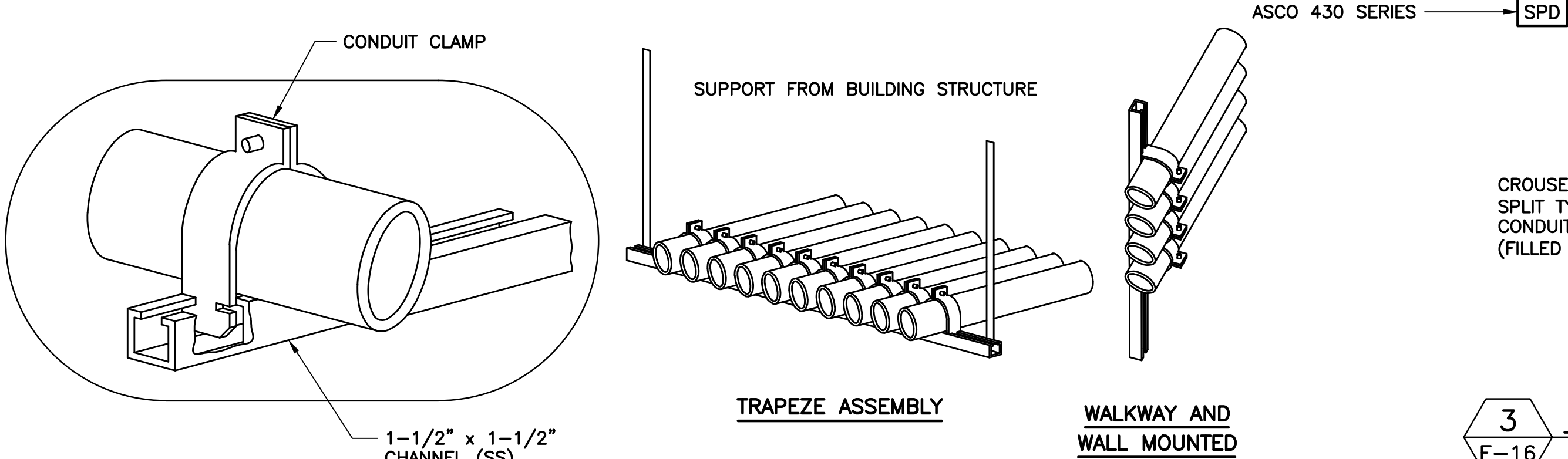
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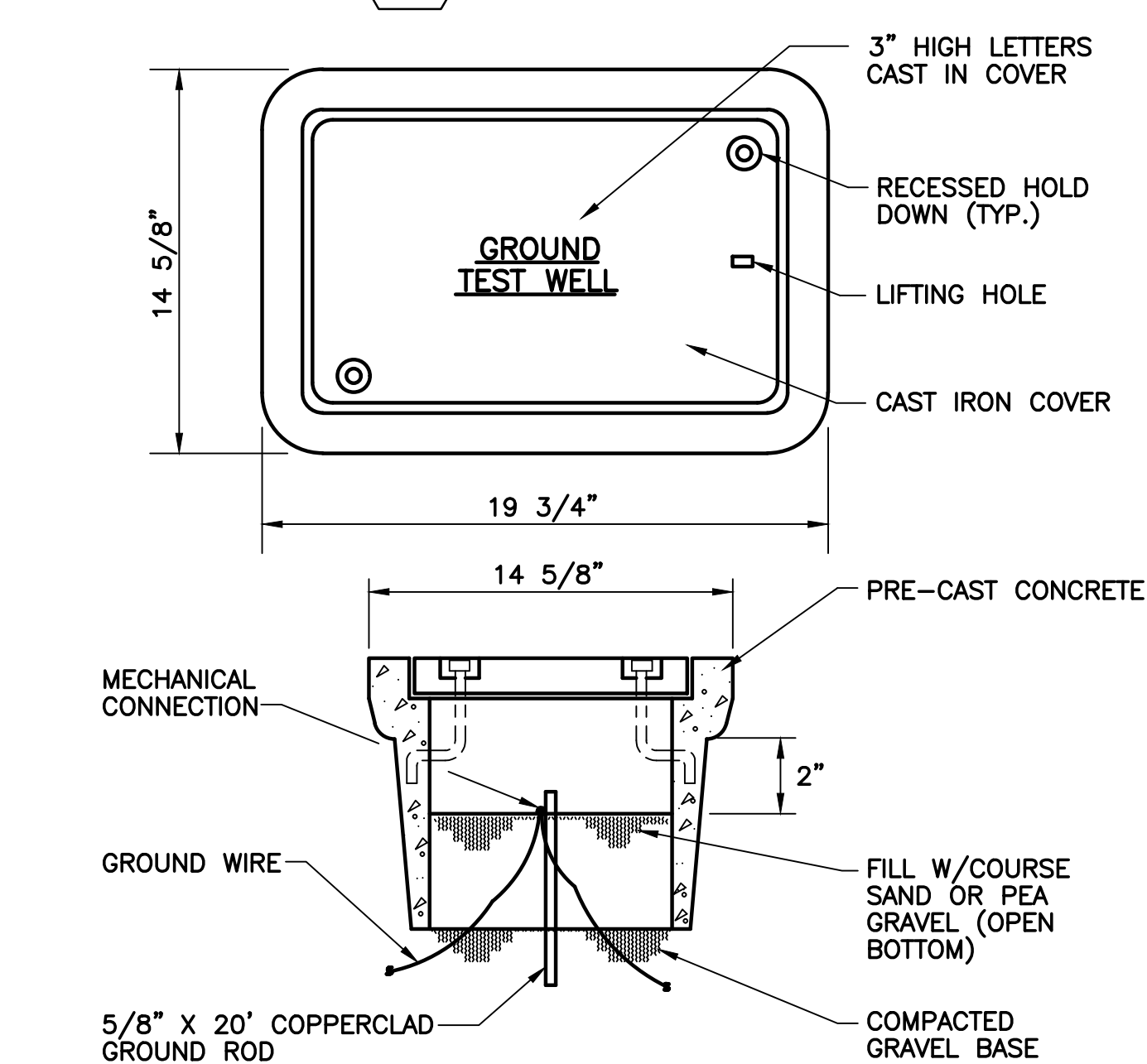
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PANEL: L1						BUS: 225 AMP						VOLT: 120/208V,3Ø,4W									
LOCATION: DRYWELL UPPER LEVEL						MAINS: 150A,3P MCB						REMARKS: PROVIDE SPD									
MOUNTING: SURFACE						POLES: 42						A.I.C. SYMM: 10,000									
AMPS	POLE	WIRE	GND.	COND.	LOAD SERVED	BUS KVA			BUS A B C	BUS KVA			LOAD SERVED	WIRE	GND.	COND.	POLE	AMPS			
						A	B	C		A	B	C									
20	1	12	12	3/4"	PCP-1A	0.30			1	●	2	0.30		PCP-1B	12	12	3/4"	1	20		
20	1	12	12	3/4"	RIO-1		0.20		3	●	4		0.50	DRYWELL UPPER LVL LTG	12	12	3/4"	1	20		
20	1	12	12	3/4"	FIT			0.10	5	●	6		0.50	CONTROL ROOM LTG	12	12	3/4"	1	20		
30	2	-	-	-	FUTURE AHU-1	-			7	●	8	-		FUTURE AHU-2	-	-	-	2	30		
-	-	-	-	-	-		-		9	●	10		-	-	-	-	-	-	-		
-	-	-	-	-	-			-	11	●	12		-	-	-	-	-	-	-		
60	2	-	-	-	FUTURE ACCU-1	-			13	●	14	-		FUTURE ACCU-2	-	-	-	2	60		
-	-	-	-	-	-		-		15	●	16		-	-	-	-	-	-	-		
20	1	12	12	3/4"	NIP-1			0.20	17	●	18		0.20	BUCP	12	12	3/4"	1	20		
20	1	-	-	-	SPARE	-			19	●	20	0.20		RCP-1	12	12	3/4"	1	20		
20	1	-	-	-	SPARE		-		21	●	22		-	SPARE	-	-	-	1	20		
20	1	-	-	-	SPARE			-	23	●	24		-	SPARE	-	-	-	1	20		
20	1	-	-	-	SPARE	-			25	●	26	-		SPARE	-	-	-	1	20		
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-	-	-	-	-	SPACE		-		39	●	40		0.10	-	-	-	-	-	-		
-	-	-	-	-	SPACE			-	41	●	42		0.10	-	-	-	-	-	-		
TOTAL (PHASE):						0.30	0.20	0.30	2.80			0.60	0.60	0.80	NOTES: -						
TOTAL KVA:									7.77												
TOTAL AMPS:									7.77												
TOTAL DEMAND AMPS:									7.77												

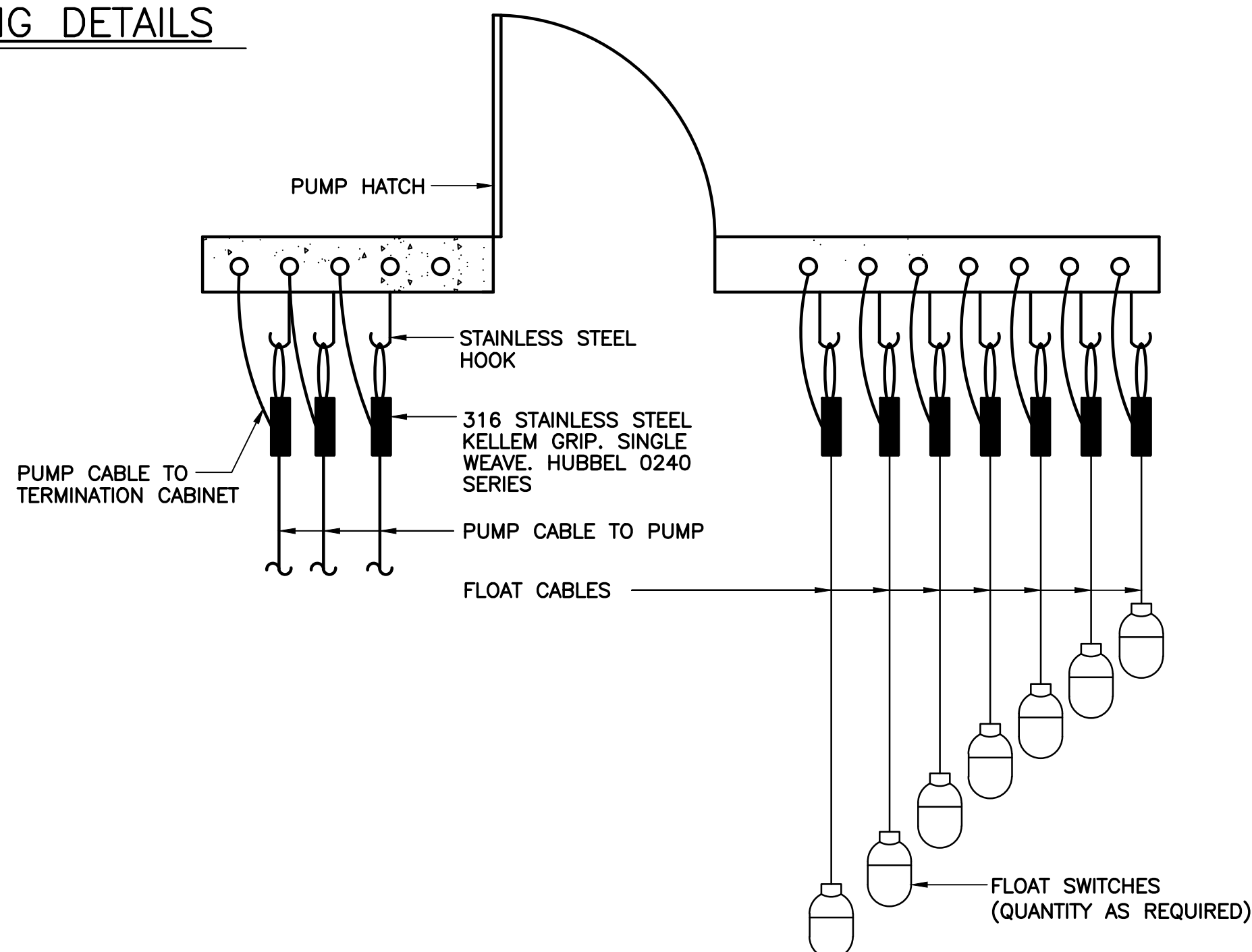


1 CONDUIT PIPE STRAP MOUNTING DETAILS
E-16 N.T.S.

3 SEAL-OFF FITTING DETAIL
E-16 N.T.S.

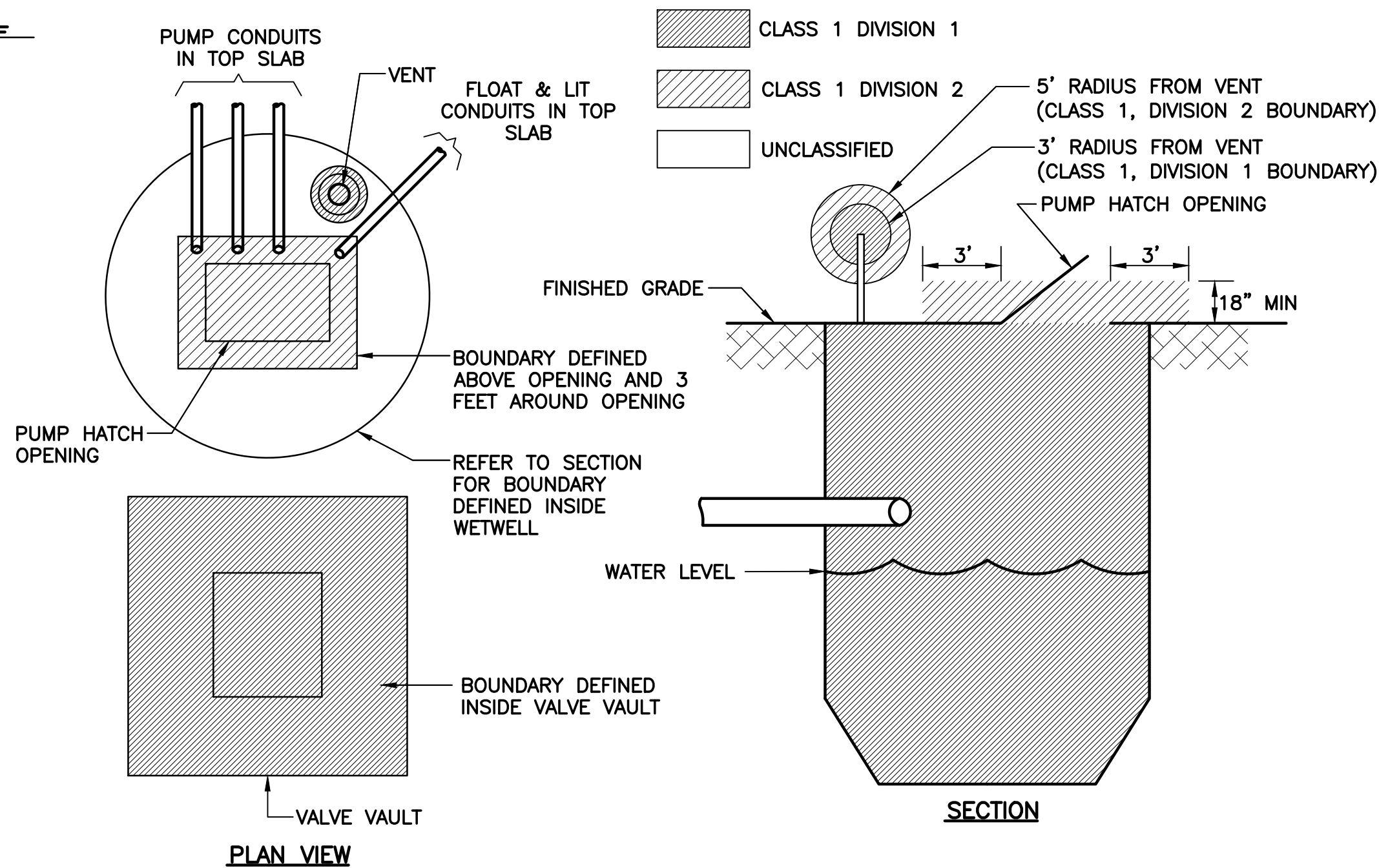


2 GROUND TEST WELL
E-16 N.T.S.



4 PUMP CABLE MOUNTING DETAIL
TYP. N.T.S.

LIGHTING FIXTURE SCHEDULE					MANUFACTURER INFORMATION	
TYPE	WATT	DESCRIPTION				
A	50	4 FT. ONE-PIECE SEAM WRAP AROUND POLYCARBONATE LENS. SURFACE MOUNTED FIXTURE WITH 16 GAUGE COLD ROLLED STEEL. BASEPLATE WITH SIX-POINT MOUNTING. 5700K LED 50W WITH DIMMER CONSTANT CURRENT LED DRIVER. UL LISTED FOR DAMP AND WET LOCATIONS 120V WITH SINGLE FUSE AND HOLDER.			KENALL, NOVA I N548 SERIES (7100) - LED OR EQUAL	
A1	50	SAME AS TYPE 'A', EXCEPT WITH EMERGENCY BATTERY PACK.			KENAL, NOVA I N548 SERIES (7100) - LED OR EQUAL	
⊗	1.2	4 RED HIGH OUTPUT LEDS, MAINTENANCE FREE NICKEL CADMIUM BATTERY, TEXTURED WHITE WITH BRUSHED ALUMINUM FACE, 6 INCH LETTERS, BREAK-OUT TYPE DIRECTIONAL ARROWS EXIT SIGNS.			LITHONIA LQC SERIES OR APPROVED EQUAL	



5 BOUNDARY CLASSIFICATION
TYP. N.T.S.

BID SET

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PHONE: (954) 448-7930
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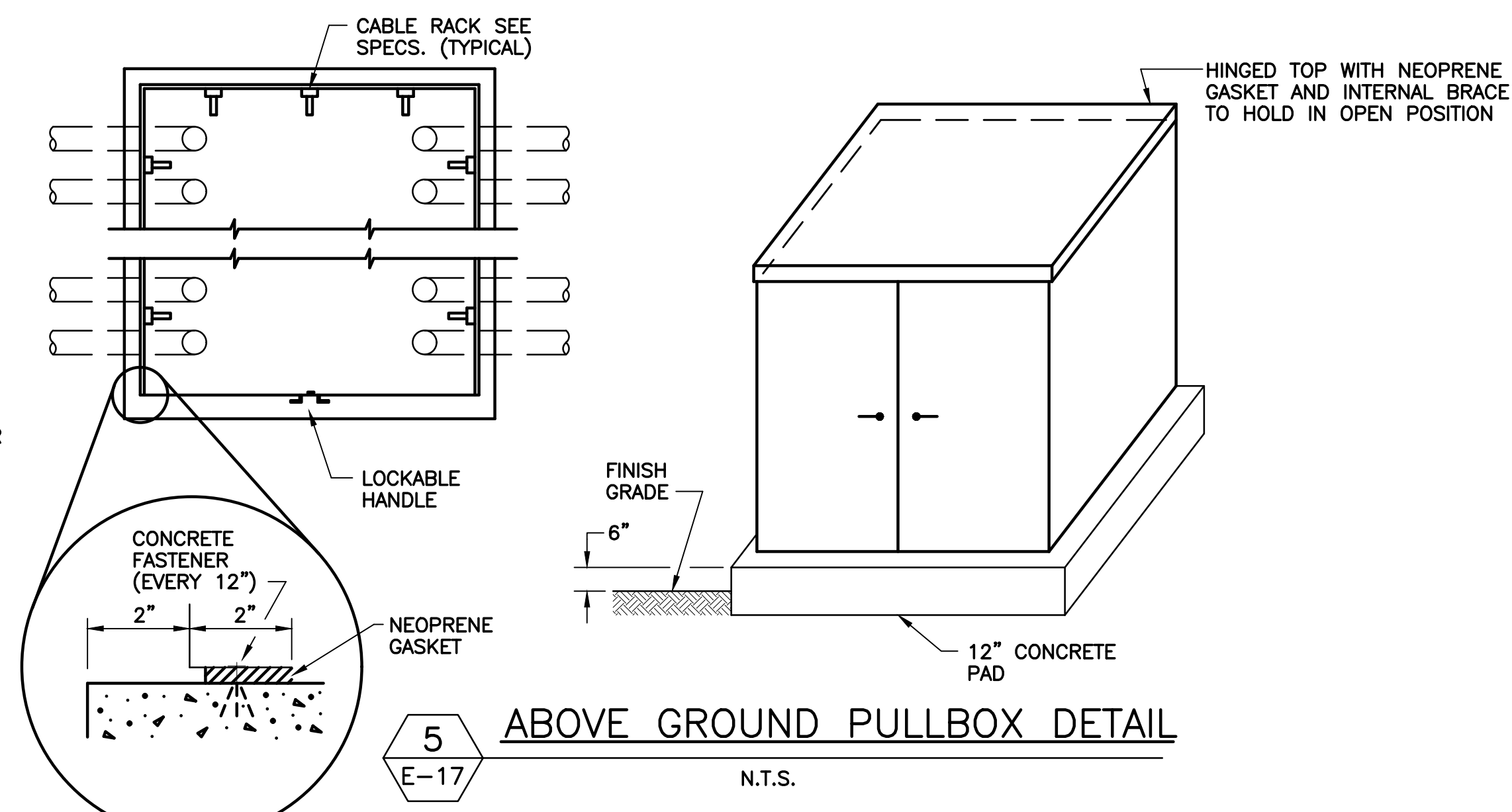
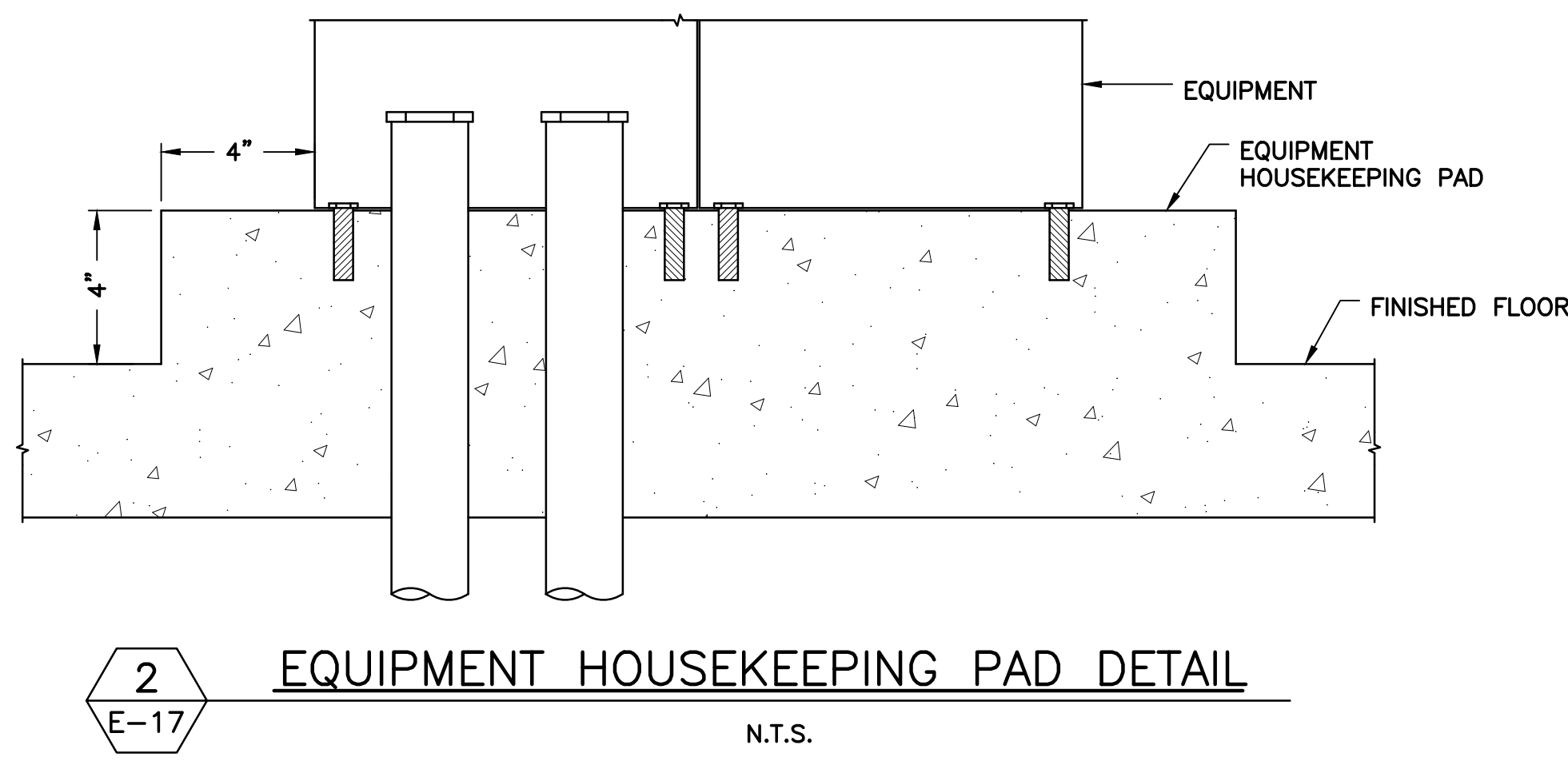
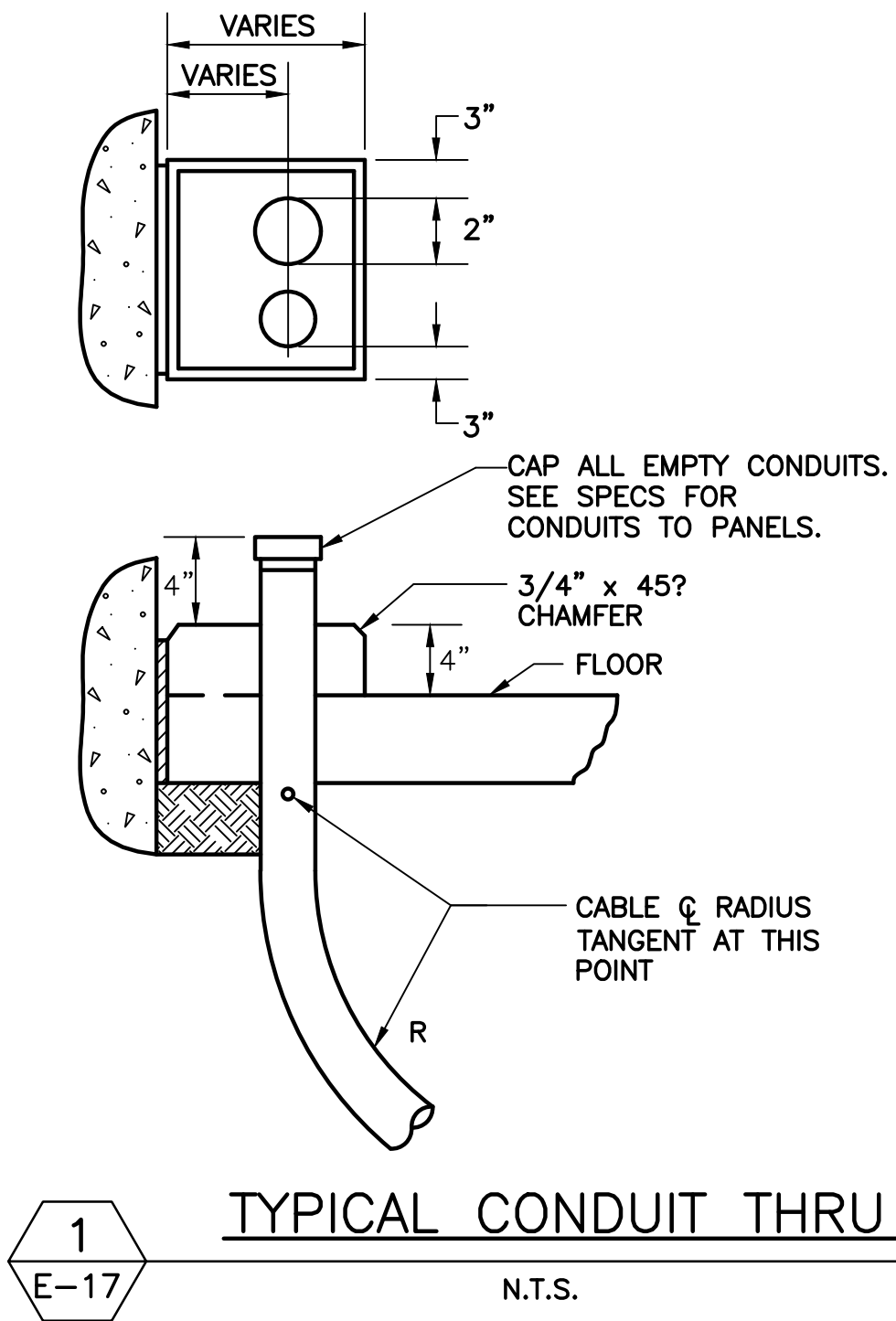
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LICENSED PROFESSIONAL:
STEPHEN E. BAILEY, P.E.
FL LICENSE NUMBER 42461
DATE:
KHA PROJECT 142325015
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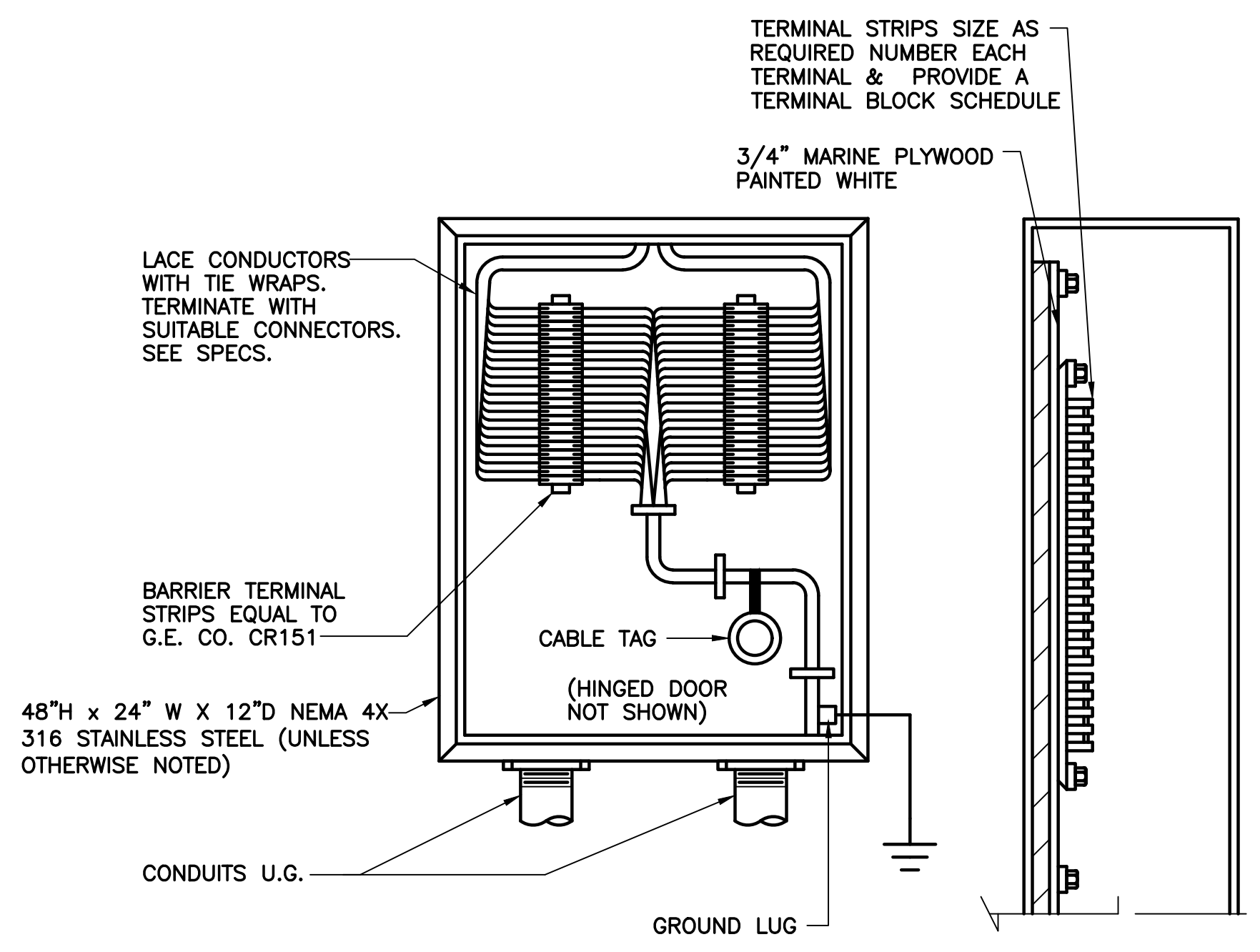
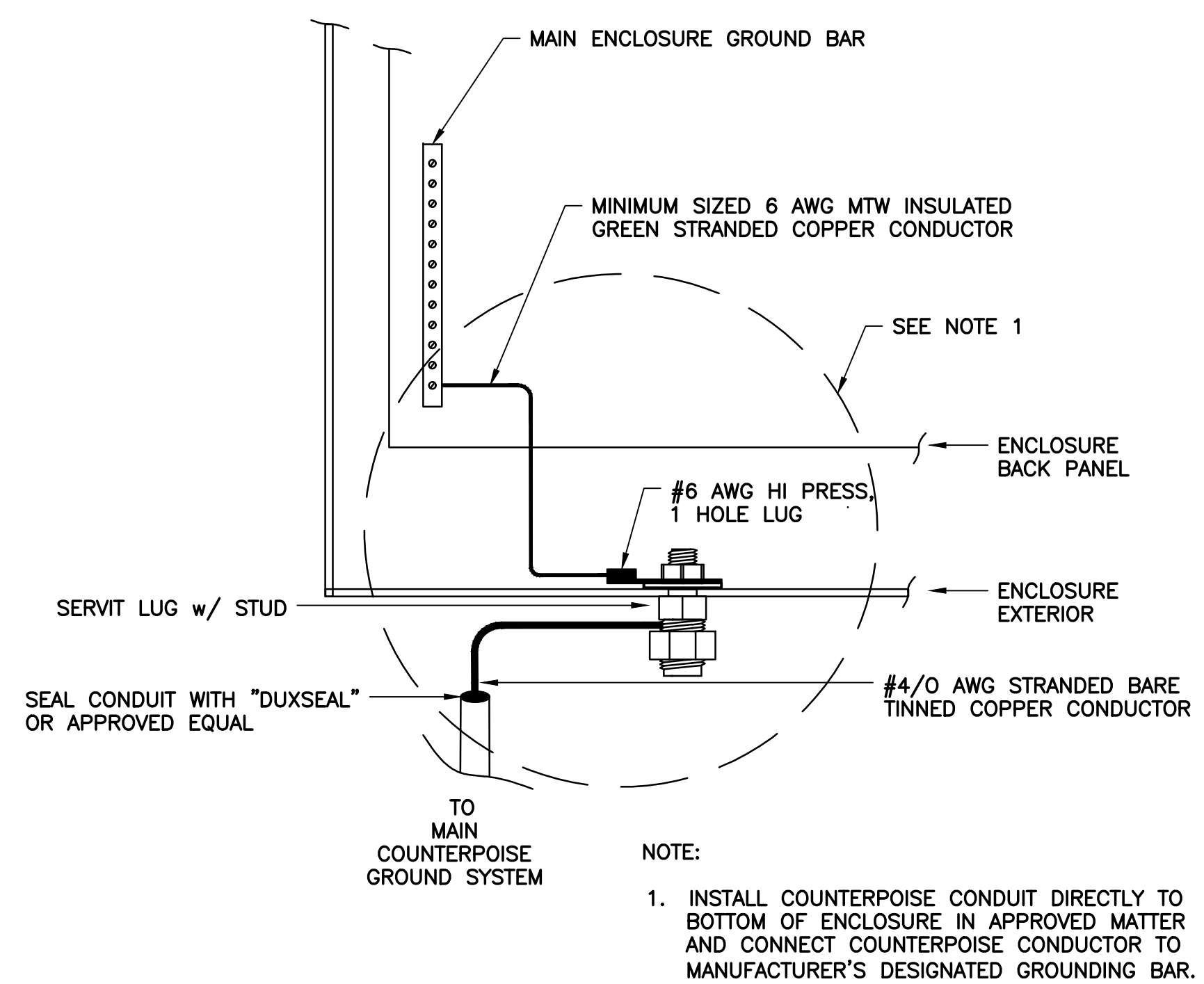
WRF EAST MASTER
LIFT STATION
UPGRADES

ELECTRICAL
DETAILS SHEET - 1

SHEET NUMBER
E-16

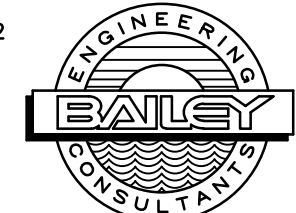


- PULLBOX NOTES:**
1. PROVIDE GROUNDING PER NEC 250.
 2. ENCLOSURE SHALL BE .125 ALUMINUM CONSTRUCTION (NEMA 3R) AND ALL HINGES AND HARDWARE SHALL BE STAINLESS STEEL.
 3. SIZE SHALL BE COORDINATED WITH NUMBER OF CONDUITS. (MIN. 24"H x 24"W x 24"D)
 4. FRONT OPENING TO BE UNOBSTRUCTED. MAINTAIN CLEARANCE PER NEC 110.



BID SET

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WRF EAST MASTER
LIFT STATION
UPGRADES

ELECTRICAL
DETAILS SHEET - 2

SHEET NUMBER
E-17

X:\Active Projects\Kimley-Horn\Port Orange\Port Orange East Master Lift Station\08_Bid Set-Updated\Drawings\I-01 NOTES.dwg, 9/15/2022 3:28:09 PM, lgrant

GENERAL INSTRUMENT OR FUNCTION SYMBOLS		PROCESS DEVICE SYMBOLS		PROCESS DEVICE SYMBOLS (CONTINUED)		FUNCTION SYMBOLS & ABBREVIATIONS	
	DISCRETE INSTRUMENT – FIELD MOUNTED DISCRETE INSTRUMENT – PRIMARY LOCATION NORMALLY ACCESSIBLE TO OPERATOR ① DISCRETE INSTRUMENT – AUXILIARY LOCATION NORMALLY ACCESSIBLE TO OPERATOR ① INSTRUMENTS SHARING COMMON HOUSING EXISTING EQUIPMENT FUTURE EQUIPMENT CONTROL INTERLOCK CONTROL SYSTEM I/O INTERFACE – ANALOG SIGNAL. DIRECTION OF TRIANGLE DENOTES WHETHER INPUT OR OUTPUT. CONTROL SYSTEM I/O INTERFACE – DISCRETE SIGNAL. DIRECTION OF TRIANGLE DENOTES WHETHER INPUT OR OUTPUT. FIBER OPTIC CONNECTION DIAPHRAGM SEAL		REDUCER OR ENLARGER PRIMARY ELEMENT VENTURI TUBE PRIMARY ELEMENT MAGNETIC FLOWMETER PRIMARY ELEMENT ULTRASONIC DOPPLER FLOWMETER PRIMARY ELEMENT PARSCHALL FLUME PRIMARY ELEMENT ORIFICE PLATE PRIMARY ELEMENT WEIR FLOWMETER PRIMARY ELEMENT TURBINE OR PROPELLER TYPE METER PRIMARY ELEMENT PITOT TUBE PRIMARY ELEMENT ROTAMETER PRIMARY ELEMENT STRAP ON ULTRASONIC TRANSIT TIME METER PRIMARY ELEMENT STRAP ON ULTRASONIC DOPPLER METER PRIMARY ELEMENT ULTRASONIC FLOW OR LEVEL METER FLOAT SWITCH DRAIN CHEMICAL INJECTION POINT MIXER		VALVE: GLOBE OR OTHER IN-LINE TYPE, UNLESS OTHERWISE INDICATED. BUTTERFLY VALVE CHECK VALVE WITH FLOW DIRECTION AS INDICATED PLUG VALVE BALL VALVE PRESSURE REGULATING VALVE – SELF CONTAINED FLOW CONTROL GATE OR GATE VALVE CENTRIFUGAL BLOWER CENTRIFUGAL PUMP SUBMERSIBLE PUMP DIAPHRAGM PUMP & MOTOR DISC FLOW OR PROGRESSIVE CAVITY PUMP VERTICAL PUMP MOTOR – MAY BE ELECTRIC, HYDRAULIC, OR PNEUMATIC. ARROW DENOTES VARIABLE SPEED.	Σ SUMMING Σ/n AVERAGING Δ SUBTRACTING $\sqrt{\quad}$ EXACT SQUARE ROOT $\div$ DIVIDE $\times$ MULTIPLY $\int$ INTEGRATE $+$ BIAS POSITIVE $-$ BIAS NEGATIVE $\phi(X)$ NONLINEAR OR UNSPECIFIED FUNCTION $>$ HIGH SELECT $<$ LOW SELECT $\}$ HIGH LIMIT $\{$ LOW LIMIT ** SIGNAL TRANSDUCER OR CONVERTER (INPUT/OUTPUT) * DEFINED AS FOLLOWS: E VOLTAGE H HYDRAULIC I CURRENT PD PULSE DURATION O ELECTROMAGNETIC, SONIC P PNEUMATIC PD PULSE DURATION R RESISTANCE (ELECTRIC) CHEMICAL ABBREVIATIONS: (STANDARD CHEMICAL FORMULAS ARE USED)	<u>HAND SWITCH ABBREVIATIONS:</u> A AUTOMATIC C COMPUTER OR CLOSE H HAND L LOCAL M MODULATE O OFF OR OPEN R REMOTE S START OR STOP <u>OTHER ABBREVIATIONS:</u> AI ANALOG INPUT AO ANALOG OUTPUT AS AIR SUPPLY COND CONDUCTIVITY CR CHLORINE RESIDUAL CTU CENTRAL TELEMETRY UNIT DCU DISTRIBUTED CONTROL UNIT DI DIGITAL OR DISCRETE INPUT DLR DEVICE LEVEL RING DO DISSOLVED OXYGEN OR DIGITAL OUTPUT ES ELECTRIC SUPPLY EWS ENGINEER WORKSTATION FC FAIL CLOSED FLP FAIL LAST POSITION FO FAIL OPEN LAN LOCAL AREA NETWORK MC MOTOR CONTROLLER NC NORMALLY CLOSED pH HYDROGEN ION CONCENTRATION OWS OPERATOR WORKSTATION PICS PROCESS AND INSTRUMENTATION CONTROL SYSTEM PLC PROGRAMMABLE LOGIC CONTROLLER RIO REMOTE I/O RTU REMOTE TERMINAL UNIT TURB TURBIDITY VIB VIBRATION VFD VARIABLE FREQUENCY DRIVE

GENERAL NOTES

- THIS IS A GENERAL LEGEND SHEET. SOME SYMBOLS & ABBREVIATIONS MAY NOT APPLY TO THIS SPECIFIC PROJECT.
- THIS LEGEND APPLIES TO INSTRUMENTATION DIAGRAMS ONLY, & ITS SYMBOLS MAY NOT BE APPLICABLE TO NON-INSTRUMENTATION DRAWINGS.
- THIS LEGEND SHEET & THE INSTRUMENTATION DIAGRAMS & I-DRAWINGS ARE GENERALLY BASED ON THE INSTRUMENT SOCIETY OF AMERICA'S STANDARDS FOR PRACTICES IN INSTRUMENTATION. SOME MODIFICATIONS, ADDITIONS, & ALTERATIONS MAY HAVE BEEN MADE TO ACCOMMODATE INDIVIDUAL PROJECT REQUIREMENTS.
- SOME PROCESS ITEMS (SUCH AS EQUIPMENT ISOLATION VALVES, BYPASS LINES, ETC.) WHICH ARE NOT CRITICAL FOR AN UNDERSTANDING OF THE INSTRUMENTATION FUNCTIONS ARE NOT SHOWN ON THE INSTRUMENTATION SHEETS.
- SEE ELECTRICAL SHEETS & SPECIFICATIONS FOR ADDITIONAL CONTROL & INTERLOCK REQUIREMENTS FOR EQUIPMENT NOT SHOWN OR NOT PROVIDED BY THE INSTRUMENTATION SUPPLIER.
- SLANTED TEXT DENOTES EXISTING EQUIPMENT OR STRUCTURES. NON-SLANTED TEXT DENOTES NEW EQUIPMENT, STRUCTURES, & WORK. SLANTED TEXT (NOT SHADED) DENOTES FUTURE EQUIPMENT STRUCTURES & WORK.

VALVE ACTUATOR SYMBOLS

AUTOMATIC POSITIONER

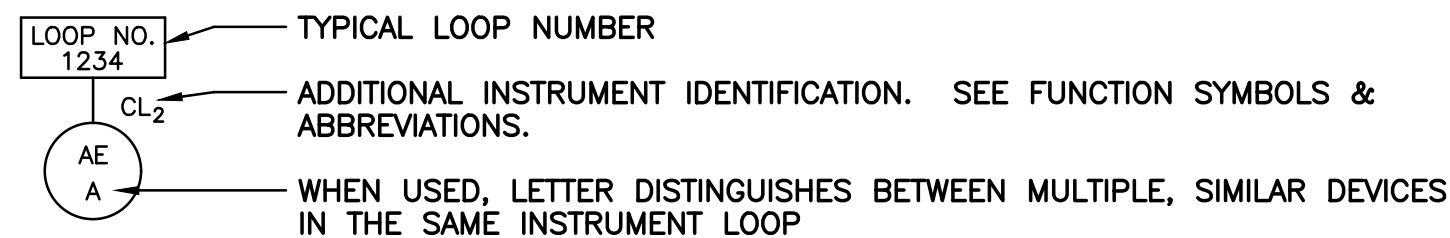
VALVE OR GATE ACTUATOR WITH DEFINED AS FOLLOWS:

P: AIR CYLINDER
S: SOLENOID
P/O: AIR/OIL CYLINDER
E: ELECTRIC MOTOR
H: HYDRAULIC CYLINDER
EH: ELECTROHYDRAULIC
Z: MISCELLANEOUS

FOR PRESSURE RELIEF OR SAFETY VALVES ONLY

MANUALLY (HAND) OPERATED

TAG NUMBER & DESIGNATION EXAMPLE



INSTRUMENTATION IDENTIFICATION LETTERS

	FIRST LETTER		SUCCEEDING LETTERS		
	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS		ALARM		
B	BURNER, COMBUSTION		EMERGENCY	USER'S CHOICE	USER'S CHOICE
C	USER'S CHOICE		CLEANER	CONTROL	
D	DENSITY (MASS) OR SPECIFIC GRAVITY	DIFFERENTIAL			
E	VOLTAGE (EMF)				
F	FLOW RATE	RATIO (FRACTION)			
G	GAUGING (DIMENSIONAL)		PRIMARY ELEMENT		
H	HAND (MANUALLY INITIATED)		GLASS		HIGH OR OPEN
I	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN		CONTROL STATION	
K	TIME OR TIME SCHEDULE				
L	LEVEL		LIGHT (PILOT)		LOW OR CLOSED
M	USER'S CHOICE	MOMENTARY			MIDDLE OR INTERMEDIATE
N	USER'S CHOICE		USER'S CHOICE	USER'S CHOICE	USER'S CHOICE
O	USER'S CHOICE		ORIFICE (RESTRICTION)		
P	PRESSURE OR VACUUM		POINT (TEST CONNECTION)		
Q	QUANTITY	INTEGRATE OR TOTALIZE			
R	RUN		RECORD		
S	SPEED OR FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V	VISCOSITY, VIBRATION			VALVE, DAMPER, OR LOUVER	
W	WEIGHT OR TORQUE		WELL		
X	FAILURE	X AXIS			
Y	EVENT, STATE, OR PRESENCE	Y AXIS		RELAY, COMPUTE, CONVERT	
Z	POSITION, DIMENSION	Z AXIS		DRIVE, ACTUATE, OR UNCLASSIFIED CONTROL ELEMENT	

BID SET

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33326
PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



INSTRUMENTATION
NOTES, LEGEND &
ABBREVIATIONS

SHEET NUMBER
I-01

WRF EAST MASTER
LIFT STATION
UPGRADES

LICENSED PROFESSIONAL:

KHA PROJECT
142325015

DATE
SEPT. 2022

SCALE: AS SHOWN

DESIGNED BY: JRN

DRAWN BY: JRN

CHECKED BY: SEB

STEPHEN E. BAILEY, P.E.

FL LICENSE NUMBER
42461

DATE:

Kimley»Horn

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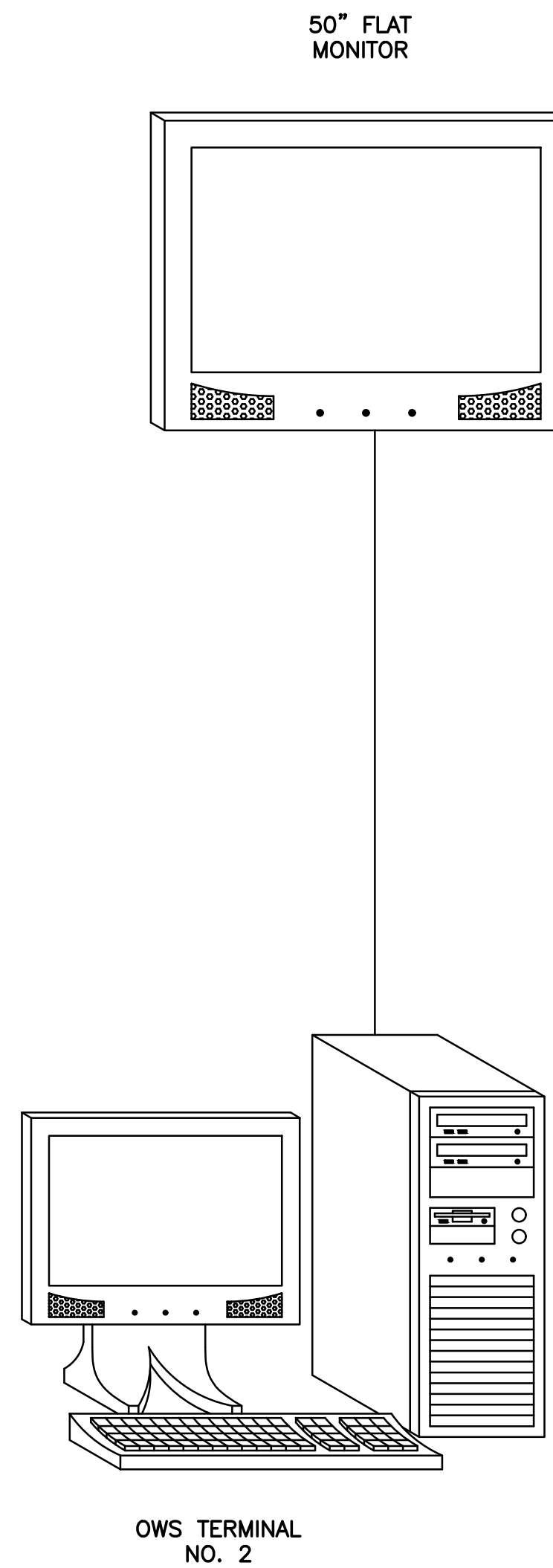
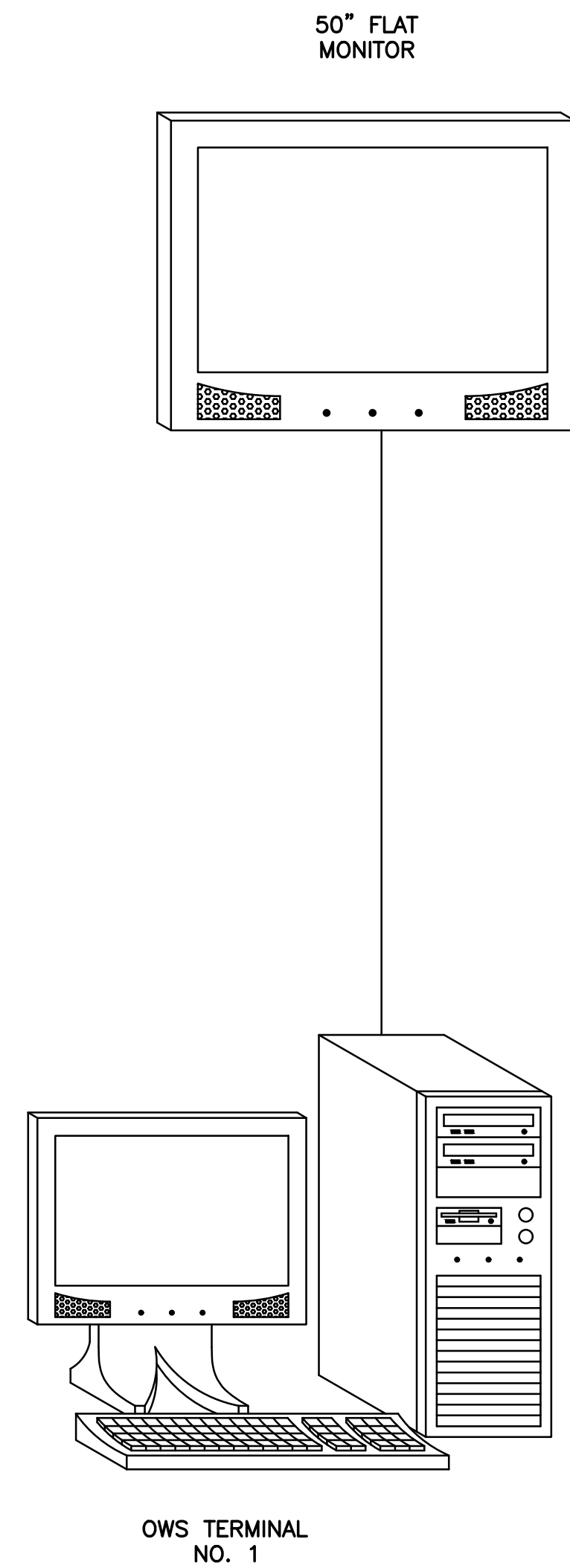
101 E SILVER SPRINGS BOULEVARD, SUITE 400, OCALA, FL 34707
PHONE: (352) 438-3000
WWW.KIMLEY-HORN.COM CA 0000696

No.

Revisions

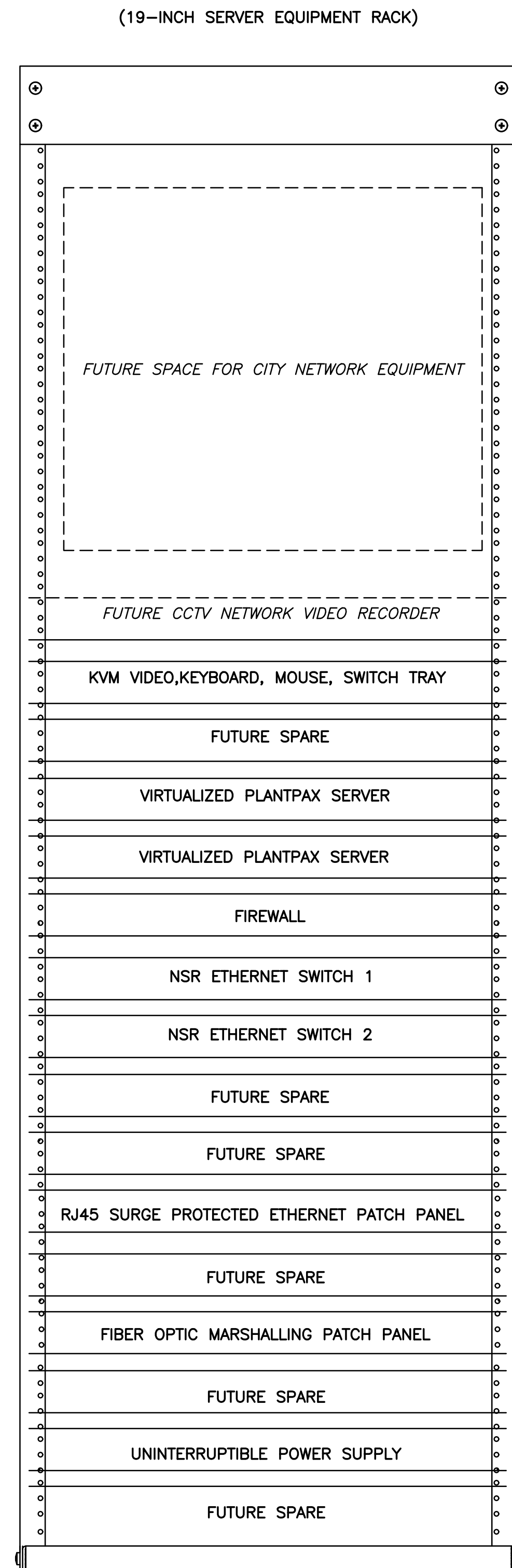
By

Date

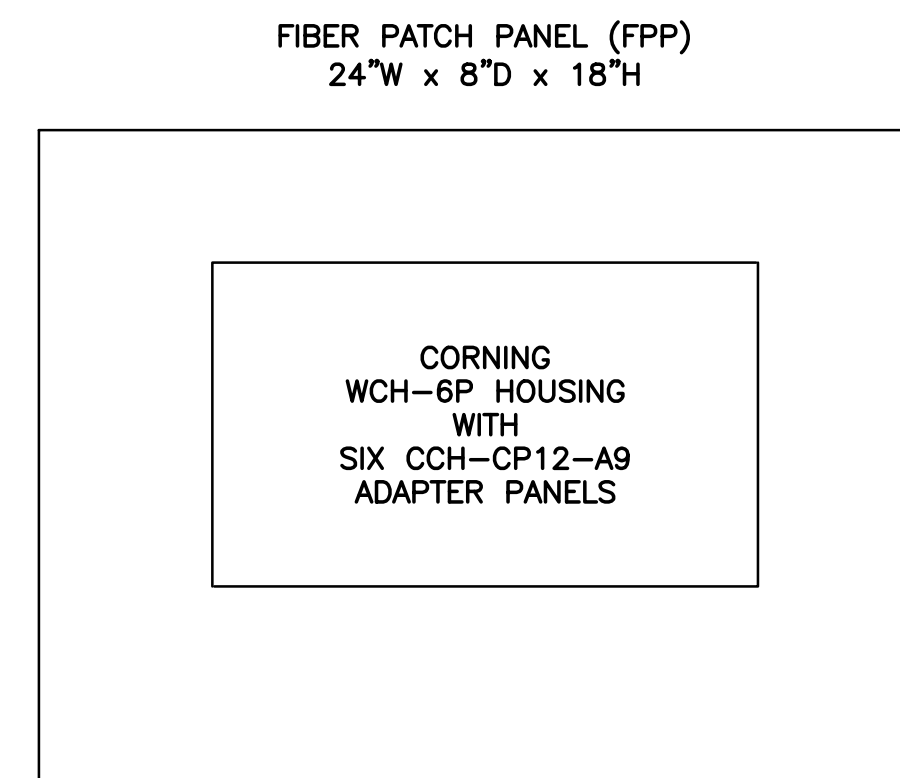


CABLE LEGEND

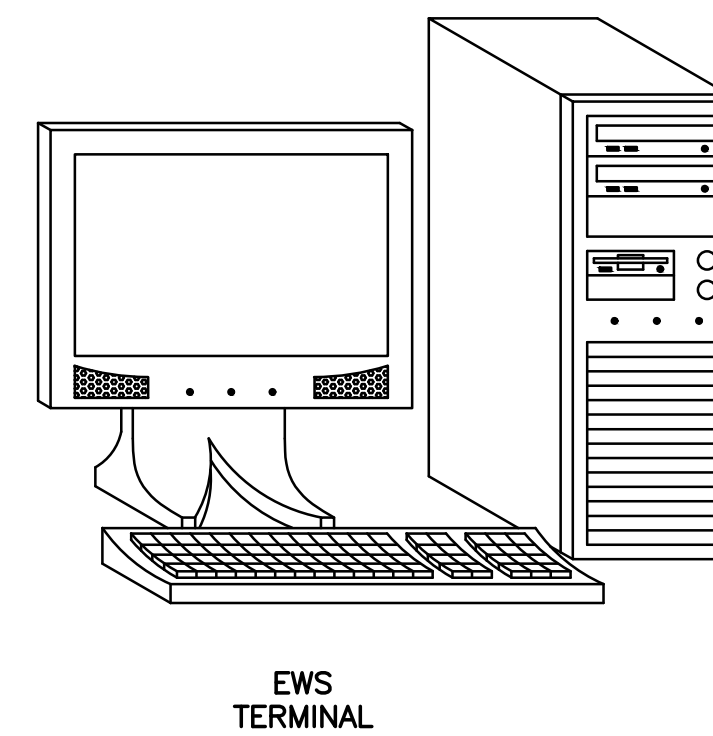
— . — FIBER OPTIC
—— CAT-6E
- - - - RS-485



PICS NETWORK RACK
NOT TO SCALE



96-FIBER PATCH PANEL
SCALE: N.T.S.



BID SET

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461

[illegible]

Kimley»»Horn

LICENSED PROFESSIONAL:

STEPHEN E. BAILEY, P.E.

FL LICENSE NUMBER

42461

DATE:

KHA PROJECT

142325015

DATE _____

SEPT. 2022

SALE: AS SHOWN

SIGNED BY: SE

W/IN BY:	EA
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WIN DI.	PA
CKED BY:	SE

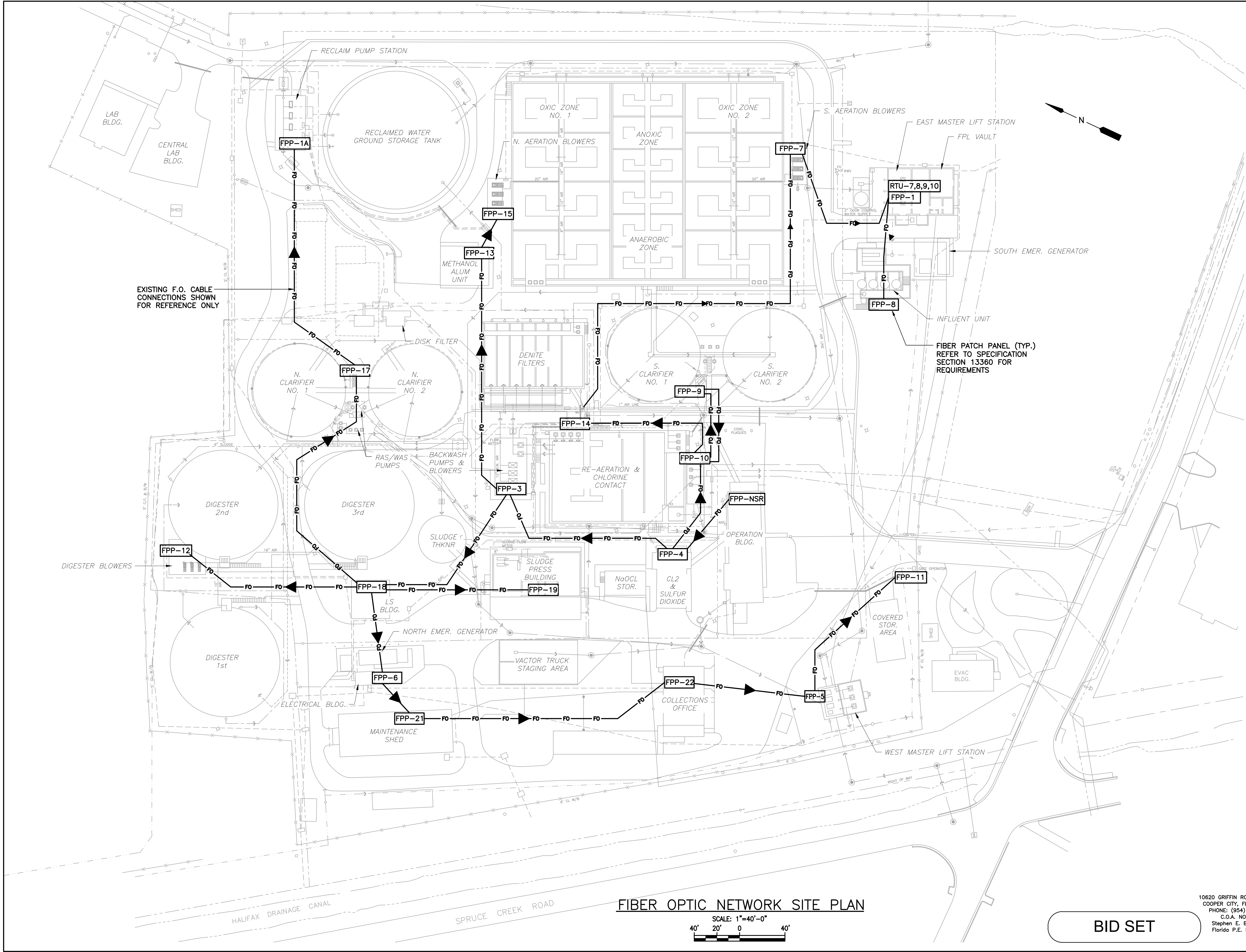
CKED BY:

WRF EAST MASTER LIFT STATION UPGRADES

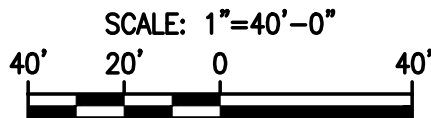
PICS NETWORK
RACK

SHEET NUMBER
I-03

X:\Active Projects\Kimley-Horn\Port Orange\Port Orange East Master Lift Station\1-04 FIBER OPTIC NETWORK.dwg, 9/15/2022 3:28:07 PM, kgant



FIBER OPTIC NETWORK SITE PLAN



BID SET

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33326
PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



KHA PROJECT 142325015		DATE SEPT. 2022		SCALE: AS SHOWN		DESIGNED BY: SEB	DRAWN BY: FAD	CHECKED BY: SEB	LICENSED PROFESSIONAL: STEPHEN E. BAILEY, P.E. FL LICENSE NUMBER 42461		Kimley»Horn © 2020 KIMLEY-HORN AND ASSOCIATES, INC. 101 E SILVER SPRINGS BOULEVARD, SUITE 400, OCALA, FL 34470 PHONE: (352) 438-3000 WWW.KIMLEY-HORN.COM CA 0000696		No.	Revisions	By	Date
		DATE SEPT. 2022		SCALE: AS SHOWN		DESIGNED BY: SEB	DRAWN BY: FAD	CHECKED BY: SEB								
WRF EAST MASTER LIFT STATION UPGRADES										FIBER OPTIC NETWORK SITE PLAN		SHEET NUMBER I-04				



ITB #22-10 WRF EAST MASTER LIFT STATION UPGRADES
Bids received November 17, 2022 @ 2:30PM

McMAHAN CONSTRUCTION CO., INC.					
Required Forms Submitted: YES					
Responsive Bidder: YES					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Pre-Construction Video	1	LS	\$4,000.00	\$4,000.00
2	Mobilization and Demobilization	1	LS	\$180,000.00	\$180,000.00
3	Demolition	1	LS	\$125,000.00	\$125,000.00
4	Lift Station Pumps	3	EA	\$85,000.00	\$255,000.00
5	Concrete Pedestals	3	EA	\$25,000.00	\$75,000.00
6	16-inch Knife Gate Valves	6	EA	\$24,000.00	\$144,000.00
7	16-inch Check Valves	3	EA	\$12,000.00	\$36,000.00
8	Miscellaneous Pipe and Fittings	1	LS	\$207,000.00	\$207,000.00
9	Electrical	1	LS	\$1,128,000.00	\$1,128,000.00
10	Instrumentation and Controls	1	LS	\$1,500,000.00	\$1,500,000.00
11	Bypass Pumping	1	LS	\$230,000.00	\$230,000.00
12	Permit Allowance	1	LS	\$10,000.00	\$10,000.00
13	Fees for new FPL transformers Allowance	1	LS	\$135,000.00	\$135,000.00
14	Survey Layout & Record Drawings	1	LS	\$3,000.00	\$3,000.00
15	Bonds	1	LS	\$26,000.00	\$26,000.00
TOTAL BID PRICE (Items 1-15)					\$4,058,000.00

DANUS UTILITIES, INC.					
Required Forms Submitted: YES					
Responsive Bidder: YES					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Pre-Construction Video	1	LS	\$2,000.00	\$2,000.00
2	Mobilization and Demobilization	1	LS	\$600,000.00	\$600,000.00
3	Demolition	1	LS	\$200,000.00	\$200,000.00
4	Lift Station Pumps	3	EA	\$400,000.00	\$1,200,000.00
5	Concrete Pedestals	3	EA	\$150,000.00	\$450,000.00
6	16-inch Knife Gate Valves	6	EA	\$60,000.00	\$360,000.00
7	16-inch Check Valves	3	EA	\$50,000.00	\$150,000.00
8	Miscellaneous Pipe and Fittings	1	LS	\$300,000.00	\$300,000.00
9	Electrical	1	LS	\$1,300,000.00	\$1,300,000.00
10	Instrumentation and Controls	1	LS	\$1,800,000.00	\$1,800,000.00
11	Bypass Pumping	1	LS	\$275,000.00	\$275,000.00
12	Permit Allowance	1	LS	\$10,000.00	\$10,000.00
13	Fees for new FPL transformers Allowance	1	LS	\$135,000.00	\$135,000.00
14	Survey Layout & Record Drawings	1	LS	\$10,000.00	\$10,000.00
15	Bonds	1	LS	\$96,000.00	\$96,000.00
TOTAL BID PRICE (Items 1-15)					\$6,888,000.00

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.

Buyer;

Joseph L. Carter

Witness;

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Jamie Hanrahan PHONE (A/C, No, Ext): (386) 239-8882 FAX (A/C, No): (386) 323-9198 E-MAIL ADDRESS: Jamie.Hanrahan@bbrown.com																						
INSURED MCMAHAN CONSTRUCTION CO INC P O BOX 223 DELAND FL 32721-0223		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Berkley Assurance Company</td><td>39462</td></tr><tr><td>INSURER B:</td><td>Auto Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C:</td><td>Travelers Excess and Surplus Lines Company</td><td>29696</td></tr><tr><td>INSURER D:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER E:</td><td>Westchester Surplus Lines Ins</td><td>10172</td></tr><tr><td>INSURER F:</td><td>American Interstate Insurance Company</td><td>31895</td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Berkley Assurance Company	39462	INSURER B:	Auto Owners Insurance Company	18988	INSURER C:	Travelers Excess and Surplus Lines Company	29696	INSURER D:	XL Specialty Insurance Company	37885	INSURER E:	Westchester Surplus Lines Ins	10172	INSURER F:	American Interstate Insurance Company	31895
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INSURER F:	American Interstate Insurance Company	31895																						

COVERAGES

CERTIFICATE NUMBER: 2023-24

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			VUMA0289380	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☒ CONTRACTUAL LIABILITY		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		PERSONAL & ADV INJURY \$ 1,000,000				
B	☒ AUTOMOBILE LIABILITY			50-921-676-00	11/01/2022	11/01/2023	GENERAL AGGREGATE \$ 2,000,000
	☒ ANY AUTO		PRODUCTS - COMP/OP AGG \$ 2,000,000				
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					
C	☒ UMBRELLA LIAB			CUP-7S407360-22SNF	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ EXCESS LIAB	☐ OCCUR					BODILY INJURY (Per person) \$
	☐ DED ☒ RETENTION \$ 10,000	☐ CLAIMS-MADE					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCFL3139172023	01/01/2023	01/01/2024	PIP \$ 10,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EQUIPMENT FLOATER			UM00031576MA22A	11/01/2022	11/01/2023	RENTED EQUIPMENT 500,000
	INSTALLATION/ BUILDERS RISK						INSTALLATION 2,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

PROPERTY OWNERS AND CITY OF PORT ORANGE ARE ADDITIONAL INSURED AND A WAIVER OF SUBROGATION APPLIES, AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

CANCELLATION

CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE

FL 32129-4144

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED MCMAHAN CONSTRUCTION CO 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.) CG2010 1219 - ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS(ADDITIONAL INSURED-ONGOING OPERATIONS)
- 2.) CG2037 1219 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
- 3.) CG2032 0413 - ADDITIONAL INSURED- ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED
- 4.) CG2034 0413 - ADDITIONAL INSURED -LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN A LEASE AGREEMENT
- 5.) VCAS2035 1110 - (PRIMARY & NON-CONTRIBUTORY)
- 6.) CG2404 1219 - (WAIVER OF SUBROGATION)
- 7.) VCAS 99 90 04 18 (NOTICE OF CANCELLATION TO OTHERS)

AUTO LIABILITY

- 1.) 58504 0115 - (ADDITIONAL INSURED)
- 2.) 58583 0115 - (WAIVER OF SUBROGATION)

UMBRELLA

- 1.) EU0001 0716 - EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION)
 - 2.) IL T4 00 0519 - DESIGNATED PERSON OR ORGANIZATION - CANCELLATION OR NON RENEWAL
- THE UMBRELLA APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY, & EMPLOYERS LIABILITY.

EQUIPMENT

- 1.) CO 1072 04 02 - (BLANKET LOSS PAYEE)

ADDITIONAL POLICIES:

POLLUTION LIABILITY

POLICY # G70918687004
INSURER E-WESTCHESTER SURPLUS LINES INS-
EFF 1/1/22-1/1/24
LIMIT: \$2,000,000 OCCURRENCE
\$2,000,000 AGGREGATE

- 1.) ENV 3250 12 18 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS (BLANKET)
- 2.) ENV 3251 12 18 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD (BLANKET)
- 3.) ENV 3253 12 18 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE (BLANKET)
- 4.) ENV 3143 03 05 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

BUILDER'S RISK AND INSTALLATION COVERAGE SOLUTIONS DECLARATIONS

Policy Number: UM00031576MA22A

Maximum Limit of Insurance: \$ 3,000,000

COVERED PROPERTY AND PREMISES DESCRIPTION

Covering all Water and sewage treatment jobs usual to the business of the insured.

SUMMARY

Coverage	Limit of Insurance
Covered Property	\$ 2,000,000

DEDUCTIBLE OR WAITING PERIOD

Coverage	Deductible or Waiting Period
Covered Property	\$ 2,500
Named Storm	Refer to HVM 401 04 15

SUB-LIMITS

Coverage	Sub-Limit of Insurance
Flood	Not Covered
Earthquake and Volcanic Eruption	Not Covered

COINSURANCE

☒ 0%

PROPERTY NOT COVERED – MODIFICATIONS

Items Added to Property Not Covered:	
Items Deleted From Property Not Covered:	

VALUATION

Covered Property: Replacement Cost

☐ Covered Property Described Below; or ☐ Per Schedule on File with Us Dated: //

Covered Property Description	Valuation	Limit of Insurance	Deductible

OTHER MODIFICATIONS

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ADDITIONAL COVERAGES

This policy provides a Limit of Insurance in the Coverage Form for each Additional Coverage shown below. If a different Limit of Insurance is stated in the Declarations for an Additional Coverage shown below, that scheduled amount shall be the Limit of Insurance for the Additional Coverage. Words in quotations refer to the Definitions section of the Coverage Form.

<u>Additional Coverage</u>	<u>Limit of Insurance</u>	<u>See Explanation Below</u>
• Contract Penalty	\$ 25,000	☐
	25% of covered	
• Debris Removal	loss, plus \$100,000	☐
• Extra and Expediting Expenses	\$ 50,000	☐
• Fire Department Service Charge	\$ 25,000	☐
• Fire Protection Systems	\$ 25,000	☐
	10%, but no more than \$100,000	
• Increase in Construction Costs		☐
• Landscaping and Signs	\$ 100,000	☐
• Limited Coverage for Fungi, Wet Rot and Dry Rot*	\$ 25,000	☐
• Loss Adjustment Expenses	\$ 5,000	☐
• Ordinance or Law**	\$ 500,000	☐
• Pollutant Cleanup and Removal*	\$ 25,000	☐
• Preservation of Property	Covered	☐
• Property in the Open	\$ 25,000	☐
• Property That Supports Your Business	\$ 50,000	☐
• Reimbursement for Returning Stolen Property*	\$ 10,000	☐
• Reward Coverage	\$ 5,000	☐
• Site Preparation	Covered	☐
• Sewer and Drain Backup	Covered	☐
• Sinkhole Collapse	Covered	☐
• Temporary Premises	\$ 100,000	☐
• Temporary Structures	\$ 25,000	☐
• Testing	Covered	☒
• Transit	\$ 100,000	☐
• Unintentional Errors and Omissions	\$ 25,000	☐
• Virus, Harmful Code, or Similar Instruction	\$ 10,000	☐
• Voluntary Parting	\$ 25,000	☐
*Annual Aggregate	**Demolition Cost and Increased Cost of Construction	

ADDITIONAL COVERAGES - EXPLANATION

Testing: "Electrical", "Mechanical", "Pneumatic", and "Hydrostatic"

THESE DECLARATIONS ARE PART OF THE COMMON POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

BUILDER'S RISK AND INSTALLATION COVERAGE SOLUTIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Definitions**.

A. Coverage

We will pay for direct physical "loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property means the following types of property while located at the "premises", owned by you or for which you are legally liable, including labor costs, delivery charges, change orders, and reasonable overhead and profit, as stated in the Declarations:

Buildings, structures, materials, supplies, machinery, equipment, fixtures, roadways, walkways, and other related property, including foundations, excavations, pipes, wiring, and other underground property of buildings or structures, while in the course of:

- a.** Construction, including new construction, renovation, rehabilitation, alteration, or additions; and
- b.** Installation, including repairs, improvements, erection, rigging, or millright;
including while undergoing fabrication or assembly.

2. Property Not Covered

Covered Property does not include:

- a.** Accounts, bills, currency, deeds, evidences of debt, "money", "securities", notes, letters of credit, tickets, or bullion;
- b.**
 - (1)** Automobiles, motor trucks, motorcycles, and trailers;
 - (2)** Watercraft;
 - (3)** Aircraft;
 - (4)** Contractor's equipment and related property;
- c.** Contraband or property in the course of illegal transportation or trade;
- d.** Existing buildings or structures;
- e.** Jewelry, precious or semi-precious stones, gold, silver, platinum or other precious metals or alloys;
- f.** Land or water; or
- g.** Property not designated to be a permanent part of the building or structure, unless specifically listed and described in the Declarations and included in the Limit of Insurance.

FINAL OPINION OF PROBABLE CONSTRUCTION COST
FOR
City of Port Orange East Master Lift Station Improvements

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
General					
1	Mobilization/Demobilization	LS	1	\$ 49,230.00	\$ 49,230.00
2	Insurance and Bonds	LS	1	\$ 20,000.00	\$ 20,000.00
3	Survey Layout & Record Drawings	LS	1	\$ 15,000.00	\$ 15,000.00
4	Demolition	LS	1	\$ 85,000.00	\$ 85,000.00
5	Lift Station Pumps	EA	3	\$ 175,000.00	\$ 525,000.00
6	Concrete Pedestals	EA	3	\$ 10,000.00	\$ 30,000.00
7	16-inch Knife Gate Valves	EA	6	\$ 12,000.00	\$ 72,000.00
8	16-inch Check Valves	EA	3	\$ 15,000.00	\$ 45,000.00
9	Miscellaneous Pipe and Fittings	LS	1	\$ 100,000.00	\$ 100,000.00
10	Bypass Pumping	LS	1	\$ 112,500.00	\$ 112,500.00
11	Electrical	LS	1	\$ 1,802,474.37	\$ 1,802,474.37
12	Instrumentation and Controls	LS	1	\$ 1,821,419.66	\$ 1,821,419.66
CONSTRUCTION TOTAL					\$ 4,677,624.03

*Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

PROPOSAL FOR EAST MASTER LIFT STATION CONSTRUCTION PHASE SERVICES

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange East Master Lift Station. City staff requested that Kimley-Horn provide a proposal to provide construction phase services. The following is our understanding of the specific scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1: Construction Phase Services

- A. Kimley-Horn will contract directly with the electrical engineering subconsultant, Bailey Engineering Consultants (BEC) to provide electrical engineering construction phase services as defined in their proposal, enclosed herein.
- B. Kimley-Horn will coordinate a Pre-Construction Conference prior to the commencement of work at the site.
- C. Kimley-Horn will review shop drawings, samples, and other data that the Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or related safety precautions and programs.
- D. Kimley-Horn will review requests for information (RFIs), monthly pay applications, change orders, and other appropriate correspondence from the Contractor and will coordinate with the City on approvals and responses.
- E. Kimley-Horn will attend monthly construction progress meetings for the duration of the project (estimated at one per month for twelve months). Kimley-Horn will issue electronic meeting minutes and project updates following each progress meeting.
- F. Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Kimley-Horn will make up to twelve (12) visits during construction under this task to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot-checking, selective measurement, and similar methods of general observation of the Work-based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding by the Contract Documents, and Kimley-Horn will keep the Client informed of the general progress of the Work.

- G. Kimley-Horn will review and compile construction records including as-builts, shop drawings, O&M manuals, and engineer record drawings following completion of construction. Kimley-Horn will assist the City in the preparation of certification and close-out documents for applicable FDEP Permits. Kimley-Horn will submit record drawings and certification submittals to FDEP upon receipt of documentation from the Contractor.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn assumes a total project schedule of 15 months.

Deliverables:

Deliverables for this project include the following:

- Certification and Close Out Documents
- Final Record Drawings

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$165,028.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Construction Phase Services	\$97,660	\$67,368	\$165,028
Total				\$165,028

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____

January 5, 2023



Ms. Nicole McConnell, P.E.
Kimley-Horn
189 South Orange Avenue, Suite 1000
Orlando, FL 32801

Re: East Master Lift Station
Port Orange, FL

Dear Ms. McConnel:

We are pleased to submit our proposal for construction phase services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project. Our scope of work shall include the following:

Task 1 - Shop Drawing Review

Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents.

Task 2 - Issue Clarifications

Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

Task 3 - Site Visits/Start Up

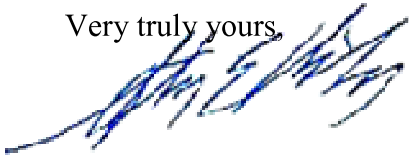
Make visits to the site to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made

10620 GRIFFIN ROAD, SUITE 202 • COOPER CITY, FL • 33328
PHONE: 954-448-7930 • FAX: 954-713-9959

during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a lump sum amount of \$97,660.00. Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded.

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

KH-22-017G.docx

TASK 1 - SHOP DRAWING REVIEW			
Task	Man-Hours	Billing Rate/Hour	Cost
Principal	60	\$ 225.00	\$ 13,500.00
Engineer	100	\$ 140.00	\$ 14,000.00
Filed Supervisor	80	\$ 115.00	\$ 9,200.00
Subtotal			\$ 36,700.00
TASK 2 - ISSUE CLARIFICATIONS/MEETINGS			
Task	Man-Hours	Billing Rate/Hour	Cost
Principal	48	\$ 225.00	\$ 10,800.00
Engineer	60	\$ 140.00	\$ 8,400.00
Field Supervisor	80	\$ 115.00	\$ 9,200.00
Subtotal			\$ 28,400.00
TASK 3 -SITE VISITS			
Task	Man-Hours	Billing Rate/Hour	Cost
Principal	48	\$ 225.00	\$ 10,800.00
Engineer	24	\$ 140.00	\$ 3,360.00
Field Supervisor	160	\$ 115.00	\$ 18,400.00
Subtotal			\$ 32,560.00
Task 1 - Shop Drawing Review			\$ 36,700.00
Task 2 - Issue Clarifications			\$ 28,400.00
Task 3 - Site Visits			\$ 32,560.00
Total			\$ 97,660.00

ENDORSEMENT

This endorsement, effective 12:01 a.m., November 1, 2022 forms a part of Policy No. UM00031576MA22A issued to McMahan Construction Co., Inc. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED STORM DEDUCTIBLE

This endorsement modifies insurance provided under the following:

Builder's Risk and Installation Coverage Solutions

SCHEDULE

Scheduled Premises Address	Deductible
All Covered Jobsites in the Coverage Territory except Jobsites within 5 Miles of any bay, gulf or ocean	2 % subject to \$ 2,500 minimum
Unscheduled Premises	2 % subject to \$ 2,500 minimum

A. General Provisions

The Named Storm Deductible in the Declarations or SCHEDULE above applies to "loss" caused by or resulting from "Named Storm", regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

B. Percentage Deductible

1. If a percentage deductible for "Named Storm" is indicated in the Declarations or SCHEDULE above, the deductible is determined by multiplying the percentage against the value of the Covered Property at risk at the time and location of the "loss". The value is determined by the provisions described under the Valuation section of the Coverage Form(s).
2. A Named Storm Deductible at Scheduled and Unscheduled "premises" in the Declarations or SCHEDULE above is calculated separately for and applies separately to:
 - a. Each building or structure that sustains "loss"; and
 - b. Covered Property other than a building or structure that sustains "loss".

C. Flat Deductible

If a flat deductible for "Named Storm" is indicated in the Declarations or SCHEDULE above, we pay only that part of the "loss" over the deductible amount in any one "occurrence".

D. Definitions

The following definitions are added to the Coverage Form(s) to which this endorsement applies:
"Named Storm", meaning a storm system that has been identified as a tropical storm or hurricane and assigned a name by the National Hurricane Center or the Central Pacific Hurricane Center of the National Weather Service (hereafter referred to as NHC and CPHC). Under the terms of this endorsement, a "Named Storm" begins at the time a Watch or Warning is issued by the NHC or CPHC for the area in which the affected "premises" are located, and ends seventy-two (72) hours after the termination of the last Watch or Warning issued for that area by the NHC or CPHC.

All other terms and conditions of this policy remain unchanged.

City of Port Orange
WRF East Master Lift Station Upgrades

Please Remit To : McMahan Construction Co., Inc.
P.O. Box 223
DeLand, FL 32721-0223

Period Ending: 12/09/22
Estimate No. One (1)
Page 1 of 3
Job No. 1241

TOTALS

Analysis of Contract Amount to Date

1- Original Contract Amount	\$4,058,000.00
2- Addition or Deletions to Contract	0.00
3- Adjusted Contract Amount	\$4,058,000.00

Analysis of Work Performed

1- Cost of Original Contract Work to Date	0.00
2- Extra Work Performed to Date	0.00
3- Total Cost of Work to Date	0.00
4- Material Stored	0.00
5- Total of Work & Materials Stored	0.00
6- Less 5% Retainage	0.00
7- Net Amount Earned on Contract to Date	0.00
8- Less: Amount Paid on Previous Estimates	0.00
Amount Owed on Previous Estimates	0.00
9- Balance Due This Request	\$0.00

Certification of Contractor

I certify that all items and amounts shown on the face of this estimate **One (1)** are correct that all work has been performed and/or material supplied in full accordance with with the terms and conditions of this contract between City of Port Orange and McMahan Const. Co. Inc. dated **XXXXXXXX**, the items for which payment is requested have not been paid and there are no vendor's, mechanics, or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

Sworn to and subscribed to this
9-Dec-22

Personally known to me

(NOTARY PUBLIC)

BY: _____

TITLE: John Justus, Jr., Executive Vice President
DATE: 9-Dec-22

Certification of Construction Engineer

I certify that I have checked and verified this estimate number **One (1)** and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the contractor and that the contractor's certified statement of this account and the amount due him is correct.

FOR: City of Port Orange

FOR: _____

Inspector: _____

Inspector: _____

Approved: _____

Approved: _____

City of Port Orange
WRF East Master Lift Station Upgrades

Period Ending
Estimate No.
Page 3 of 3
Job No. 1241

[illegible]



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B7b) Approval to award ITB #22-15 for Chemical Tank Replacements at Water Treatment Facilities to Odyssey Manufacturing Company

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award of ITB #22-15 for Chemical Tank Replacements at Water Treatment Facilities to Odyssey Manufacturing Company and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: The Water Treatment and Water Reclamation Facilities have multiple chemical storage tanks onsite that hold various chemicals for the disinfection and treatment of potable and reclaimed water. The manufacturer recommends the replacement of these tanks every 10 years or sooner depending on the application of the installation. Due to their age, both of the sodium hypochlorite tanks at the Water Treatment and Water Reclamation Facilities have been replaced with rental tanks until new tanks can be installed.

On January 19, 2023, the City received only one (1) bid. Odyssey Manufacturing Company has successfully completed jobs of similar size and scope. The company has been in the chemical industry for many years and supplies many chemicals utilized in the utility industry. Odyssey Manufacturing Company is more than capable of performing the work stated in ITB #22-15.

The Public Works & Utilities Department is requesting a Standard Contract for Services to be executed per specifications outlined under ITB #22-15. Contract terms are to be 365 days from the issuance of a Notice to Proceed (NTP) and will require a Payment and Performance Bond.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Standard Contract for Services	Odyssey Manufacturing Company ITB 22-15 Chemical Tank Replacements at Water Treatment Facilities - Standard Contract for Services.pdf
2.	Payment and Performance	Odyssey Manufacturing Company Payment and

	Bond	Performance Bond ITB 22-15 Chemical Tank Replacements at Water Treatment Facilities.pdf
3.	Dept Justification Memo - Award ITB 22-15 Chem Tank - Odyssey	Dept Justification Memo - Award ITB 22-15 Chem Tank - Odyssey.docx
4.	ITB 22-15 Attachment 1 Schedule of Unit Pricing FINAL(12.5.2022)	ITB 22-15 Attachment 1 Schedule of Unit Pricing FINAL(12.5.2022).xlsx
5.	ITB 22-15 REVISED Attachment 1 Schedule of Unit Pricing FINAL(1.6.2023)	ITB 22-15 REVISED Attachment 1 Schedule of Unit Pricing FINAL(1.6.2023).xlsx
6.	ITB 22-15 Addendum No.1 FINAL (1.6.2023)	ITB 22-15 Addendum No.1 FINAL (1.6.2023).pdf
7.	ITB 22-15 Addendum No.2 FINAL (1.12.2023)	ITB 22-15 Addendum No.2 FINAL (1.12.2023).pdf
8.	ITB 22-15 Notice of Intent to Award draft 1 (1.20.2023)	ITB 22-15 Notice of Intent to Award draft 1 (1.20.2023).docx
9.	ITB 22-15 Bid Tabulation Draft 1 (1.20.2023) DEPT	ITB 22-15 Bid Tabulation Draft 1 (1.20.2023) DEPT.xlsx
10.	ITB 22-15 Chemical Tank Replacements At Water Treatment Facilities FINAL (12.5.2022)	ITB 22-15 Chemical Tank Replacements At Water Treatment Facilities FINAL (12.5.2022).pdf
11.	Odyssey Manufacturing 2023 COI	Odyssey Manufacturing 2023 COI.pdf
12.	ITB 22-16 Odyssey Manufacturing Co. Affidavits 2.2.2023	ITB 22-16 Odyssey Manufacturing Co. Affidavits 2.2.2023.pdf
13.	ITB 22-15 Odyssey Manufacturing Company submittal 1.19.2023 DEPT	ITB 22-15 Odyssey Manufacturing Company submittal 1.19.2023 DEPT.pdf

Kelly Klauskys
 Julia Wiggins
 Steve Parnell
 Lynn Stevens
 John McKinney
 Matthew Jones
 Wayne Clark
 Tracee Cody

Created/Initiated - 1/24/2023
 Approved - 1/24/2023
 Approved - 1/24/2023
 Approved - 1/24/2023
 Approved - 1/27/2023
 Approved - 2/7/2023
 Approved - 2/10/2023
 Final Approval - 2/10/2023



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ODYSSEY MANUFACTURING CO.** ("Contractor"), a Delaware corporation whose principal address is 1484 Massaro Boulevard, Tampa, Florida 33619. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Chemical Tank Replacements at the Water Treatment Facility, located at 4400 Wellfield Drive and the Water Reclamation Facility, located at 817 Oak Street, and as more specifically described in Intent to Bid 22-15 ("ITB 22-15"). This Contract together with ITB 22-15, Addendum No. 1, Addendum No. 2, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addendum No. 1 and Addendum No. 2 of ITB 22-15, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 22-15 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed executed by the City and shall be substantially complete within Two Hundred Seventy (270) days and final completion Ninety-Five days thereafter (the "Term").

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed Two Hundred Twenty-Three Thousand

and 00/100 Dollars. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

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

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

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

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

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

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million	<u>Limits</u> Statutory/\$500,000 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.
☒	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>	<u>Limits:</u> 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	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

20. Inspection

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

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

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

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

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5570
Contractor:	Odyssey Manufacturing Co. Attention: Marvin T. Rakes, President 1484 Massaro Boulevard Tampa, Florida 33619 (813) 635-0339 - Telephone admin@odysseymanufacturing.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

ODYSSEY MANUFACTURING CO.

Printed Name:_____

Printed Name:_____

By:_____

Marvin T Rakes

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

Date:_____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote
and Section 3 of ITB 22-15

,

Consisting of 48 Pages

**REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING**

CITY OF PORT ORANGE

ITB #22-15

CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES**Completed REVISED (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission**

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

NAME OF BUSINESS: Odyssey Manufacturing Co.

CONTACT PERSON: Patrick H. Allman

EMAIL ADDRESS: pallman@odysseymanufacturing.com

AUTHORIZED SIGNATURE:

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

ITEM #	DESCRIPTION	NAME OF MANUFACTURER	QTY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	5,500 GALLON HDLPE TANK 120" DIAMETER AND 132" HEIGHT (2 to be installed at Water Treatment Facility and 2 to be installed at Water Reclamation Facility) <u>All 4 tanks will contain sodium hypochlorite.</u>	Snyder Industries	4	EA	\$ 29,000.00	\$ 116,000.00
2	5,500 GALLON HDLPE TANK 119" DIAMETER AND 141" HEIGHT (Both to be installed at Water Reclamation Facility) <u>Both tanks will contain glycerin.</u>	Assmann Tanks	2	EA	\$ 39,000.00	\$ 78,000.00
3	1,050 GALLON HDLPE TANK 72" DIAMETER AND 87" HEIGHT (Both to be installed at Water Reclamation Facility) <u>Both tanks will contain sodium bisulfite.</u>	Assmann Tanks	2	EA	\$ 14,500.00	\$ 29,000.00
TOTAL BID PRICE:						\$ 223,000.00
Extended parts and labor warranty beyond the required three (3) year minimum for a period of:			TIME	0		
Extended materials and workmanship warranty beyond the required one (1) year minimum for a period of:			TIME	0		

SECTION 3 - SPECIFICATIONS

PART 1. GENERAL

1.01 DESCRIPTION

- A. The specifications cover the supply and installation of completely functional, chemical tanks for the City of Port Orange. The chemical tanks shall include delivery to installation location, engineer drawings for all chemical tanks, complete installation of chemical tanks at described locations herein, removal and disposal of old chemical tanks, and a three-year warranty on parts and labor. Both Water Treatment Facilities must be fully operational during the removal and installation processes.

1.02 RELATED WORK

N/A

1.03 QUALITY ASSURANCE

- A. For the purpose of establishing quality assurance, experience, and system reliability, the Contractor will have successfully completed projects of similar size and scope.

1.04 WARRANTY

- A. The Contractor must provide a three-year warranty on all parts and labor.

1.05 SUBMITTALS

- A. Manufacturer's literature, illustration, specifications, and engineering data including dimensions, materials, size, weight.
- B. Operations and Maintenance Manuals
 - 1. Manufacturer spec sheets/cut sheets are required for all tanks.

PART 2. PRODUCTS

2.01 GENERAL

- A. Manufacturers:
 - 1. Snyder Industries
 - 2. Assmann Corporation
- B. Manufacturer brand equivalent or better can be offered in your submittal. Brand name must be included in (Attachment 1) Schedule of Unit Pricing. Complete tank specifications must be included in the bid submittal. The City has the final decision in determining if the offered manufacturers are acceptable or not.
- C. All tank caution or warning labels must be provided by the Contractor.
- D. The Contractor shall only supply and install new tanks.

2.02 CHEMICAL TANKS

A. 5,500 Gallon HDLPE tank - two (2) at Water Treatment Facility

1. Tank Dimensions 120" in diameter and 132" height
2. Rated for 1.9 specific gravity
3. A new 2" fill line tied to a common header with new isolation ball valves on the end and connect existing bag filter to both tanks.
4. A 4" Schedule 40 PVC vent on each of the tanks tied to a common header and run out of the building.
5. A molded-in SUMO fitting with titanium threads on the bottom of the tank with a new 2" isolation valve on the bottom tied to 3' long 2" Flexmaster fitting tied to a "T" tied to another 2" isolation ball valve and run to the existing header.
6. A 1 'z" Schedule 40 clear PVC sight-glass with a 1" isolation ball valve "T" off of the bottom fitting hung on the back wall so the driver and operator can easily see it.
7. Delivery, unloading and placement of new tank.
8. Transfer of existing chemical into new tanks. The Contractor is responsible for the safe transfers of all chemicals.
9. Removal and disposal of existing tank(s) and all associated plumbing.

B. 5,500 Gallon HDLPE tank - two (2) at Water Reclamation Facility

1. Tank Dimensions 120" in diameter and 132" height
2. Rated for 1.9 specific gravity
3. A new 2" fill line tied to a common header with new isolation ball valves on the end and connect existing bag filter to both tanks.
4. A 4" Schedule 40 PVC vent on each of the tanks tied to a common header and run out of the building.
5. A molded-in SUMO fitting with titanium threads on the bottom of the tank with a new 2" isolation valve on the bottom tied to 3' long 2" Flexmaster fitting tied to a "T" tied to another 2" isolation ball valve and run to the existing header.
6. A 1 'z" Schedule 40 clear PVC sight-glass with a 1" isolation ball valve "T" off of the bottom fitting hung on the back wall so the driver and operator can easily see it.
7. Delivery, unloading and placement of new tank.
8. Transfer of existing chemical into new tanks. The Contractor is responsible for the safe transfers of all chemicals.
9. Removal and disposal of existing tank(s) and all associated plumbing.

C. 5,5000 Gallon HDLPE tank - two (2) at Water Reclamation Facility

1. Tank Dimensions 119" in diameter and 141" height
2. 24" safe surge manway, a 4" u—vent, a 4" bulkhead fitting for a future ultrasonic level sensor and a 2" fill connection on top of the tanks.

3. Schedule 80 PVC fill line going to a common point with a 2" valve on the end of each line and a male camlock fitting on the end where after the two lines are tied together.
4. The top sidewall will have a 3" Schedule 80 PVC overflow line.
5. The bottom sidewall will have a 2" SS316 flanged fitting, connect a 2" ball valve to this fitting and then install a flexible connection to another 2" ball valve which will tie into a common 2" Schedule 80 PVC line to the feed equipment.
6. The tanks will have SS316 restraint cables with HDLPE feet and tank attachments rated for 180 mph winds.
7. Delivery, unloading and placement of new tank.
8. Removal and reinstallation of chemical building metal roofing to accommodate tank installation, if needed.
9. Transfer of existing chemical into new tanks. The Contractor is responsible for the safe transfers of all chemicals.
10. Removal and disposal of existing tank(s) and all associated plumbing.

D. 1,050 Gallon HDPE tank – two (2) at Water Reclamation Facility

1. Tank Dimensions 72" diameter and 87" height
2. 24" Oversized Man way
3. 2" BH fitting for fill.
4. 4" BH fitting for Ultrasonic Sensor.
5. 2" Double-flanged SS316 bottom fitting with encapsulated SS316 bolts for suction.
6. 3" BH fitting for Vent. Seismic Restraint Tie Down System rated for 180 mph winds.
7. Pumping out bisulfite and removal of old tank and proper disposal of old tank.
8. Delivery, unloading and placement of new tank.
9. Piping for connection of fill, suction and vent piping.
10. Installation of Ultrasonic Level Sensor from old tank.
11. Mounting of Local Level indicator.
12. Transfer of existing chemical into new tanks. The Contractor is responsible for the safe transfers of all chemicals.
13. Removal and disposal of existing tank(s) and all associated plumbing.

PART 3. EXECUTION

3.01 SHIPPING, HANDLING, DELIVERY AND STORAGE

- A. Packaging: The Contractor is to assume responsibility for packaging to prevent damage during site storage.

3.02 INSTALLATION

- A.** The Contractor shall furnish the services of competent factory representative familiar with this installation and equipment to supervise installation.
- B.** Contractor to coordinate with Plant Management prior to shutting off any lines that may affect chemical pumping equipment.
- C.** All materials and equipment shall be clean and free of oil, grease and/or chemical contaminations prior to installation.
- D.** City staff will conduct a post installation visual inspection of all seven tanks and verify all chemical pumping equipment is operational.

3.03 START UP AND TRAINING

- A.** Start up and training by chemical feed equipment factory representative shall be arranged and provide by the Contractor. The Manufacturer's representative shall provide the service for successful equipment start up and plant personnel training.

END OF SECTION

Chlorine Tank









Glycerin Tank



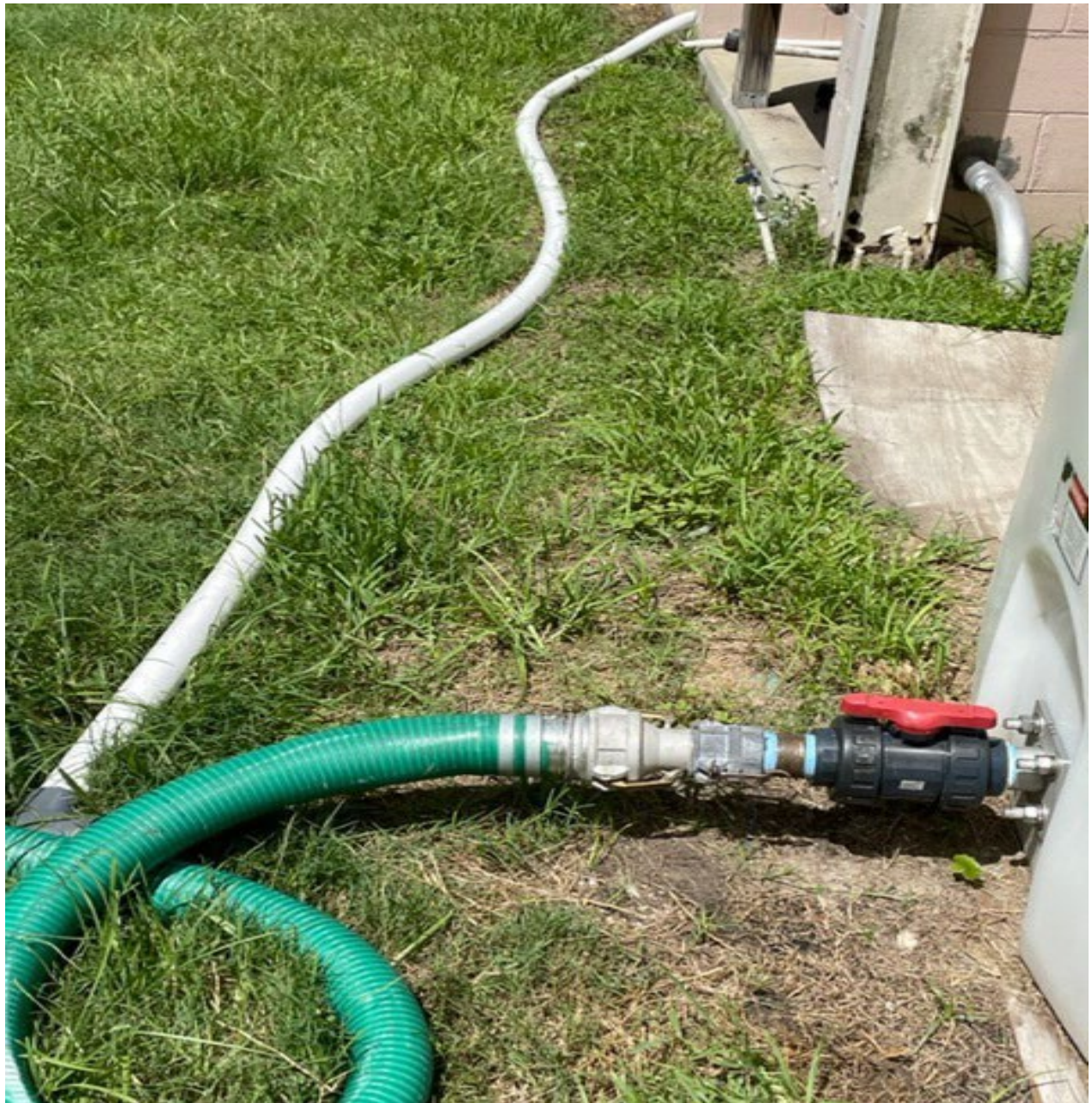














12% Sodium Hypochlorite (Bleach) Tank











SAFETY DATA SHEET

Revision date 19-Jul-2021

Revision Number 1

1. Identification

Product identifier

Product Name ALPHA 2005

Other means of identification

Product Code(s) 40000673

UN number or ID number UN3264

Synonyms Inorganic metal salt coagulant/flocculant in aqueous solution

Recommended use of the chemical and restrictions on use

Recommended use No information available

Restrictions on use No information available None known

Details of the supplier of the safety data sheet

Supplier Address

G2O Technologies LLC
1 Riverside Way,
Phillipsburg, NJ 08865
+1-800-453-2586 Hours: Monday-Friday 9:00-5:00 CST (Central Standard Time)

Contact Point sdsinfo@g2otech.com

Emergency Telephone CHEMTREC: (800) 424-9300
Outside USA - +1 (703) 527-3887 collect calls accepted

2. Hazard(s) identification

Classification

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Corrosive to metals	Category 1

Hazards not otherwise classified (HNOc)

Not applicable

Label elements

DANGER**Hazard statements**

Causes severe skin burns and eye damage
May be corrosive to metals

**Appearance** Opaque**Physical state** Liquid**Odor** No appreciable odor**Precautionary Statements - Prevention**

Wash face, hands and any exposed skin thoroughly after handling
Do not eat, drink or smoke when using this product
Do not breathe dust/fume/gas/mist/vapors/spray
Wear protective gloves/protective clothing/eye protection/face protection
Keep in original container

Precautionary Statements - Response

Immediately call a POISON CENTER or doctor
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
Wash contaminated clothing before reuse
IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
Rinse mouth
Do NOT induce vomiting
Absorb spillage to prevent material damage

Precautionary Statements - Storage

Store locked up
Store in corrosion resistant container with a resistant inner liner

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

Other information

May be harmful if swallowed.

3. Composition/information on ingredients**Substance**

Not applicable.

Synonyms

Inorganic metal salt coagulant/flocculant in aqueous solution.

Chemical name	CAS No	Weight-%	Trade secret
Trade secret	Trade secret	20 - 30%	*
Trade secret	Trade secret	1 - 10%	*

*The exact percentage (concentration) of composition has been withheld as a trade secret. While some components are claimed as trade secret in accordance with the provision of OSHA 29 CFR 1910.1200(i), all known hazards are clearly communicated within this document.

4. First-aid measures

Description of first aid measures

General advice	Get medical attention if irritation or other symptoms occur. Show this safety data sheet to the doctor in attendance.
Inhalation	Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, (trained personnel should) give oxygen. Call physician immediately.
Eye contact	Remove contact lenses, if worn. Immediately flush with plenty of water for at least 15 minutes, holding eyelids apart to ensure flushing of the entire surface. Washing within one minute is essential to achieve maximum effectiveness. Seek medical attention if irritation should develop.
Skin contact	Immediately flush skin with plenty of soap and water for at least 15 minutes. Remove contaminated clothing and footwear. Wash contaminated clothing before reuse. If skin irritation occurs: Get medical advice/attention.
Ingestion	Do NOT induce vomiting. If vomiting should occur spontaneously, keep airway clear. Never give anything by mouth to an unconscious person. Get medical attention.
Self-protection of the first aider	Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation. Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8).

Most important symptoms and effects, both acute and delayed

Symptoms	Skin, eye and respiratory irritation. May cause redness and tearing of the eyes. Itching. Dermatitis. Burning sensation. Rashes. Redness. Coughing and/ or wheezing. Difficulty breathing. Stomach pains.
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Indication of any immediate medical attention and special treatment needed

Note to physicians	Aluminum soluble salts may cause gastroenteritis if ingested. Treatment includes the use of demulcents. Note: Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.
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5. Fire-fighting measures

Suitable Extinguishing Media	Not combustible. Use appropriate extinguishing media for material that is supplying fuel. Use water spray to cool the surrounding area and maintain fire temperature below decomposition temperature. Water Spray, Carbon Dioxide, Foam, Dry Chemical. CAUTION: Use of water spray when fighting fire may be inefficient.
Large Fire	
Unsuitable extinguishing media	No information available.
Specific hazards arising from the chemical	May produce hazardous fumes or hazardous decomposition products.
Hazardous combustion products	Thermal decomposition (as may be experienced in a fire) may release toxic and/or hazardous gases such as HCl and Cl ₂ .
Explosion data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Full protective clothing and approved self-contained breathing apparatus required for firefighting personnel.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions	Wear suitable protective clothing and gloves.
Other information	Refer to protective measures listed in Sections 7 and 8. Do not allow liquid to enter streams or waterways.
For emergency responders	Use personal protection recommended in Section 8.

Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so. Soak up small spills with inert absorbent material and place in a labeled waste container for disposal. Build dikes as necessary to contain flow of large spills. Do not allow liquid to enter streams or waterways.
Methods for cleaning up	Stop leaks. Clean up spill immediately. Build dikes as necessary to contain flow of large spills. Do not allow liquid to enter stream or waterways. For small spills, use soda ash to neutralize, an inert material to absorb. Place contaminated materials into containers and store in a safe place to await proper disposal. Wear adequate personal protective clothing and equipment. Caution: The use of soda ash may generate carbon dioxide gas. Provide adequate ventilation to spill area. Approved breathing apparatus may be necessary. Clean up large spills with vacuum truck.

7. Handling and storage

Precautions for safe handling

Advice on safe handling	Keep container closed when not in use. Keep away from heat and open flame. Avoid contact with skin, eyes or clothing. Wear chemical splash goggles, gloves, and protective clothing when handling. Wash thoroughly after handling. Avoid breathing dust/fume/gas/mist/vapors/spray. Use with adequate ventilation and employ respiratory protection where a dust atmosphere may be generated. Do not take internally. FOR INDUSTRIAL USE ONLY.
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Conditions for safe storage, including any incompatibilities

Storage Conditions	Store in corrosive resistant stainless steel container with a resistant inner liner. Product may slowly corrode iron, brass, copper, aluminum, mild steel, and stainless steel. Store in a cool, dry place away from heat. Keep container tightly closed when not in use and during transport.
Packaging materials	Store in corrosion resistant container with a resistant inner liner.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

Chemical name	ACGIH TLV	OSHA PEL	NIOSH
Trade secret	-	(vacated) TWA: 2 mg/m ³ Al Aluminum	TWA: 2 mg/m ³ Al
Trade secret	TWA: 1 mg/m ³ Fe	(vacated) TWA: 1 mg/m ³ Fe	TWA: 1 mg/m ³ Fe

Biological occupational exposure limits

This product, as supplied, does not contain any hazardous materials with biological limits established by the region specific

regulatory bodies.

Appropriate engineering controls

Engineering controls Local exhaust ventilation as necessary to maintain exposures to within applicable limits. Please refer to the ACGIH document, 'Industrial Ventilation, A Manual of Recommended Practices', most recent edition, for details. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient. Ensure that eyewash stations and safety showers are close to the workstation location.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear chemical splash goggles and face shield (when eye and face contact is possible due to splashing or spraying of material).

Hand protection Appropriate chemical resistant gloves should be worn.

Skin and body protection Standard work clothing and work shoes.

Respiratory protection If exposures exceed the PEL or TLV, use NIOSH/MSHA approved respirator in accordance with OSHA Respiratory Protection Requirements under 29 CFR 1910.134. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient.

Environmental exposure controls Do not allow liquid to enter streams or waterways.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice. Do not eat, drink or smoke when using this product. Take off contaminated clothing and wash it before reuse. Ensure that eyewash stations and safety showers are close to the workstation location.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical state	Liquid
Appearance	Opaque
Color	Reddish brown
Odor	No appreciable odor
Odor threshold	No information available

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	< 1	As is
Melting point / freezing point	No data available	
Boiling point / boiling range	~ 104 °C (220 °F)	
Flash point	Not applicable No data available	No information available
Evaporation rate	No information available No data available	No information available
Flammability (solid, gas)	Not applicable No data available	No information available
Flammability Limit in Air		None known
Upper flammability or explosive limits	No data available	
Lower flammability or explosive limits	No data available	
Vapor pressure	No data available	No information available
Relative vapor density	No data available	No information available
Relative density	1.280 - 1.319	
Water solubility	Soluble below pH 4	
Solubility(ies)	No information available	None known
Partition coefficient	No data available	None known
Autoignition temperature	Not applicable No data available	None known
Decomposition temperature	No information available	None known
Kinematic viscosity	No data available	No information available

Dynamic viscosity	< 50 cps	Brookfield @ 25 °C
Other information		
Explosive properties	No information available	
Oxidizing properties	No information available	
Softening point	No information available	
Molecular weight	No information available	
VOC Content (%)	No information available	
Liquid Density	10.67 - 11.00 lbs./gal.	
Bulk density	No information available	

10. Stability and reactivity

Reactivity	Reacts with strong alkalis.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	None under normal processing.
Hazardous polymerization	No.
Conditions to avoid	None known.
Incompatible materials	Alkalis.
Hazardous decomposition products	Thermal decomposition (as may be experienced in a fire) may release toxic and/or hazardous gases such as HCl and Cl ₂ .

11. Toxicological information

Information on likely routes of exposure

Product Information	Specific test data for the substance or mixture is not available.
Inhalation	Inhalation of mist or spray may irritate respiratory tract and may cause burns and difficulty breathing.
Eye contact	Based on pH, this product is expected to cause severe eye irritation, possibly resulting in burns and eye damage. Prolonged exposure to Aluminum salts may cause conjunctivitis.
Skin contact	Prolonged and/or repeated contact may cause severe irritation and burns.
Ingestion	Harmful if swallowed. May cause burns of the mouth, throat and stomach. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	Adverse symptoms may include the following;
	Eye Contact: watering, redness, irritation and possible burns.
	Skin contact: irritation, rash, redness, itching, dermatitis, burning sensation and burns.
	Ingestion: stomach pain, nausea, vomiting and diarrhea.
	Inhalation: Respiratory irritation, coughing, wheezing and difficulty breathing.

Acute toxicity

Numerical measures of toxicity

The following values are calculated based on chapter 3.1 of the GHS document .

ATEmix (oral) 1,357.10 mg/kg

Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Trade secret	= 380 mg/kg (Rat)	-	-
Trade secret	= 450 mg/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation	Causes burns.
Serious eye damage/eye irritation	Risk of serious damage to eyes.
Respiratory or skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	This product does not contain any components in concentrations greater than or equal to 0.1% that are listed as known or suspected carcinogens by NTP, IARC, ACGIH, or OSHA.
Reproductive toxicity	No information available.
Developmental toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Target organ effects	Eyes, Gastrointestinal tract (GI), Respiratory system, Skin.
Aspiration hazard	No information available.
Other adverse effects	No information available.
Interactive effects	No information available.

12. Ecological information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Trade secret	--	LC50 (96 h) 6.2 - 11.9 mg/L (Oncorhynchus mykiss) LC50 (96 h flow-through) 5.31 - 7.2 mg/L (Oncorhynchus mykiss) LC50 (96 h) = 27.1 mg/L (Gambusia affinis)	-	EC50: =3.9mg/L (48h, Daphnia magna)
Trade secret	--	LC50 (96 h semi-static) 20.95 - 22.56 mg/L (Pimephales promelas) LC50 (96 h semi-static) = 20.26 mg/L (Lepomis macrochirus)	-	EC50: =27.9mg/L (48h, Daphnia magna) EC50: =9.6mg/L (48h, Daphnia magna)

Persistence and degradability Not determined. No information available.

Bioaccumulation No information available.

Chemical name	Partition coefficient
Trade secret	-4

Mobility Not determined. No information available.

Other adverse effects No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products Do NOT mix with other chemical wastes. Avoid landfilling liquids. Do not put solutions containing this product into sewer systems. Dispose of product in an approved chemical waste landfill or incinerator in accordance with applicable Federal, state and local regulations.

Contaminated packaging Do not reuse empty containers. Since empty containers retain product residue, follow label warnings even after container is emptied.

US EPA Waste Number D002 (Corrosivity).

14. Transport information

DOT

Regulated
UN number or ID number UN3264
Proper shipping name Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride solution, Ferric chloride solution)
Transport hazard class(es) 8
Packing group III
Emergency Response Guide Number 154

TDG

Regulated
UN number or ID number UN3264
UN proper shipping name Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride solution, Ferric chloride solution)
Transport hazard class(es) 8
Packing group III

MEX

Notes **Contact manufacturer.**
Technical Name

IATA

Regulated
UN number or ID number UN3264
UN proper shipping name Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride solution, Ferric chloride solution)
Transport hazard class(es) 8
Packing group III
ERG Code 8L

IMDG

Regulated
UN number or ID number UN3264

UN proper shipping name	Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride solution, Ferric chloride solution)
Transport hazard class(es)	8
Packing group	III
EmS-No	F-A; S-B

15. Regulatory information

International Inventories

TSCA All ingredients are on the inventory or exempt from listing.

Chemical name	CAS No	US TSCA Inventory listing	US TSCA inactive/active designation
Water	7732-18-5	Present	Active
Trade secret	-	Present	Active
Trade secret	-	Present	Active

DSL/NDSL All ingredients are on the DSL inventory or exempt from listing. None of the ingredients are on the NDSL inventory.

EINECS/ELINCS All ingredients are on the EINECS inventory or are exempt from listing. None of the ingredients are on the ELINCS inventory.

ENCS All ingredients are on the inventory or exempt from listing.

IECSC All ingredients are on the inventory or exempt from listing.

KECL All ingredients are on the inventory or exempt from listing.

PICCS All ingredients are on the inventory or exempt from listing.

AICS All ingredients are on the inventory or exempt from listing.

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Trade secret	1000 lbs.	-	-	Present

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CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	Reportable Quantity (RQ)
Trade secret	1000 lbs.	-	RQ 1000 lbs. final RQ RQ 454 kg final RQ

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania
Trade secret	X	X	X
Trade secret	sn 1034	Present	Environmental Hazard

U.S. EPA Label Information

EPA Pesticide Registration Number Not applicable

16. Other information

<u>NFPA</u>	Health hazards 3	Flammability 0	Instability 0	Special hazards COR
<u>HMIS</u>	Health hazards 3	Flammability 0	Physical hazards 0	Personal protection B

Key or legend to abbreviations and acronyms used in the safety data sheet**Legend Section 8: Exposure controls/personal protection**

TWA	TWA (time-weighted average)	STEL	STEL (Short Term Exposure Limit)
Ceiling	Maximum limit value	*	Skin designation

Key literature references and sources for data used to compile the SDS

Agency for Toxic Substances and Disease Registry (ATSDR)
 U.S. Environmental Protection Agency ChemView Database
 European Food Safety Authority (EFSA)
 EPA (Environmental Protection Agency)
 Acute Exposure Guideline Level(s) (AEGL(s))
 U.S. Environmental Protection Agency Federal Insecticide, Fungicide, and Rodenticide Act
 U.S. Environmental Protection Agency High Production Volume Chemicals
 Food Research Journal
 Hazardous Substance Database
 International Uniform Chemical Information Database (IUCLID)
 Japan GHS Classification
 Australia National Industrial Chemicals Notification and Assessment Scheme (NICNAS)
 NIOSH (National Institute for Occupational Safety and Health)
 National Library of Medicine's ChemID Plus (NLM CIP)
 National Library of Medicine's PubMed database (NLM PUBMED)
 National Toxicology Program (NTP)
 New Zealand's Chemical Classification and Information Database (CCID)
 Organization for Economic Co-operation and Development Environment, Health, and Safety Publications

Organization for Economic Co-operation and Development High Production Volume Chemicals Program
Organization for Economic Co-operation and Development Screening Information Data Set
World Health Organization

Revision date 19-Jul-2021

Revision Note No information available.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypchlorite, 10-15% Solution		
Other means of identification			
SDS number	AUC-003		
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo		
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laudry sanitizer and agricultural/ aquacultural purposes		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 20 minutes. Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.
Environmental precautions	Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13. Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Chemical respirator with organic vapor cartridge and full facepiece. A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties**Appearance**

Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

7.52 °F (-13.6 °C)

Initial boiling point and boiling range

> 104 °F (> 40 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.18

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg
Skin corrosion/irritation	Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.	
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1	
Respiratory or skin sensitization		
Respiratory sensitization	Not expected to be a respiratory sensitizer.	
Skin sensitizer	Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.	
	May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.	
Germ cell mutagenicity	Not expected to be mutagenic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Sodium Hypochlorite (CAS 7681-52-9)	3 Not classifiable as to carcinogenicity to humans.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.	
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.	
Aspiration toxicity	Not expected to be an aspiration hazard.	
Chronic effects	Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.	

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
<i>Acute</i>			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS (RQ = 100)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

This product does the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

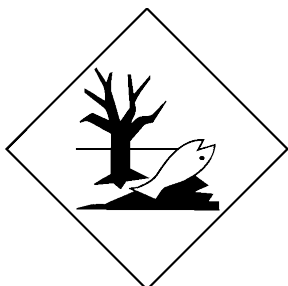
DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)	Listed.
Sodium Hypochlorite (CAS 7681-52-9)	Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)
 Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 03-15-2015
Version # 01
HMIS H: 3 F: 0 R: 1
NFPA H: 3 F: 0 R: 1



Certified to
NSF/ANSI 60

List of abbreviations

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average
Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

Disclaimer
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This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 1 of 6

Sodium Bisulfite

SECTION 1 : Identification of the substance/mixture and of the supplier

Product name : Sodium Bisulfite

Manufacturer/Supplier Trade name:

Manufacturer/Supplier Article number: S25536

Recommended uses of the product and uses restrictions on use:

Manufacturer Details:

AquaPhoenix Scientific
9 Barnhart Drive, Hanover, PA 17331

Supplier Details:

Fisher Science Education
15 Jet View Drive, Rochester, NY 14624

Emergency telephone number:

Fisher Science Education Emergency Telephone No.: 800-535-5053

SECTION 2 : Hazards identification

Classification of the substance or mixture:



Irritant

Acute toxicity (oral, dermal, inhalation), category 4

AcTox. Oral 4

Signal word :Warning

Hazard statements:

Harmful if swallowed

Precautionary statements:

If medical advice is needed, have product container or label at hand

Keep out of reach of children

Read label before use

Wash skin thoroughly after handling

Do not eat, drink or smoke when using this product

IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell

Rinse mouth

Dispose of contents and container as instructed in Section 13

Other Non-GHS Classification:

WHMIS

D2B



Sodium Bisulfite

NFPA/HMIS



NFPA SCALE (0-4)

Health	2
Flammability	0
Physical Hazard	1
Personal Protection	X

HMIS RATINGS (0-4)

SECTION 3 : Composition/information on ingredients

Ingredients:		
CAS 7631-90-5	Sodium bisulfite	>90 %
Percentages are by weight		

SECTION 4 : First aid measures

Description of first aid measures

After inhalation: Move exposed to fresh air. Give artificial respiration if necessary. If breathing is difficult give oxygen. Loosen clothing and place exposed in a comfortable position.

After skin contact: Wash hands and exposed skin with soap and plenty of water. Seek medical attention if irritation persists or if concerned.

After eye contact: Immediately seek medical attention. Continue rinsing eyes during transport to hospital. Protect unexposed eye. Flush exposed eye gently using water for 15-20 minutes. Remove contact lenses while rinsing.

After swallowing: Immediately seek medical attention. Rinse mouth with water. Do not induce vomiting. Never give anything by mouth to an unconscious person.

Most important symptoms and effects, both acute and delayed:

Shortness of breath. Headache. Nausea. Dizziness. Sulfite compounds may cause a severe allergic reaction in sensitive individuals and some asthmatics. Irritation- all routes of exposure; Repeated or prolonged exposure may cause allergic reactions in sensitive individuals

Indication of any immediate medical attention and special treatment needed:

Upper Respiratory Tract irritation Eye irritation Skin irritation Not classifiable as a human carcinogen. If seeking medical attention provide SDS document to physician. Physician should treat symptomatically.

SECTION 5 : Firefighting measures

Extinguishing media

Suitable extinguishing agents: Use water, dry chemical, chemical foam, carbon dioxide, or alcohol-resistant foam. Substance is noncombustible; use agent most appropriate to extinguish surrounding fire

For safety reasons unsuitable extinguishing agents:

Special hazards arising from the substance or mixture:

Combustible dust formation is a risk. Reacts with most metals in presence of moisture to liberate extremely flammable hydrogen gas. During a fire, irritating and highly toxic gases may be generated by thermal decomposition or combustion. Substance is noncombustible

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 3 of 6

Sodium Bisulfite

Advice for firefighters:

Protective equipment: Wear protective eyewear, gloves, and clothing. Refer to Section 8.

Additional information (precautions): Wear respiratory protection. Avoid dust generation. Avoid inhaling gases, fumes, dust, mist, vapor, and aerosols. Avoid contact with skin, eyes, and clothing.

SECTION 6 : Accidental release measures

Personal precautions, protective equipment and emergency procedures:

Ensure adequate ventilation. Ensure that air-handling systems are operational.

Environmental precautions:

Should not be released into environment. Prevent from reaching drains, sewer, or waterway.

Methods and material for containment and cleaning up:

Pick up and arrange disposal without creating dust. Sweep up and shovel. Wear protective eyewear, gloves, and clothing. Refer to Section 8. Always obey local regulations. If necessary use trained response staff or contractor. Evacuate personnel to safe areas. Containerize for disposal. Refer to Section 13. Keep in suitable closed containers for disposal.

Reference to other sections:

SECTION 7 : Handling and storage

Precautions for safe handling:

Avoid dust generation. Combustible dust formation is a risk. Avoid contact with skin, eyes, and clothing. Follow good hygiene procedures when handling chemical materials. Refer to Section 8. Follow proper disposal methods. Refer to Section 13. Do not eat, drink, smoke, or use personal products when handling chemical substances.

Conditions for safe storage, including any incompatibilities:

Never allow product to get in contact with water during storage. Do not store near acids. Store in a cool location. Keep away from food and beverages. Protect from freezing and physical damage. Provide ventilation for containers. Keep container tightly sealed. Store away from incompatible materials.

SECTION 8 : Exposure controls/personal protection



Control Parameters:

7681-57-4, Sodium metabisulphite, STEL 5.000000 mg/m³ USA. ACGIH
7681-57-4, Sodium metabisulphite, TWA 5.000000 mg/m³ USA. NIOSH
7631-90-5, Sodium bisulfite, ACGIH TLV: 5 mg/m³ TWA
7631-90-5, Sodium bisulfite, NIOSH REL: 5 mg/m³ TWA

Appropriate Engineering controls:

Emergency eye wash fountains and safety showers should be available in the immediate vicinity of use or handling. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapor and mists below the applicable workplace exposure limits (Occupational Exposure Limits-OELs) indicated above.

Respiratory protection:

Not required under normal conditions of use. Where risk assessment shows air-purifying respirators are appropriate use a full-face particle respirator type N100 (US) or type P3 (EN 143) respirator cartridges as a backup to engineering controls. When necessary use NIOSH approved breathing equipment.

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 4 of 6

Sodium Bisulfite

Protection of skin:	Select glove material impermeable and resistant to the substance. Select glove material based on rates of diffusion and degradation. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Use proper glove removal technique without touching outer surface. Avoid skin contact with used gloves. Wear protective clothing.
Eye protection:	Face shield and safety glasses are appropriate eye protection. Wear equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166(EU). Safety glasses or goggles are appropriate eye protection.
General hygienic measures:	Perform routine housekeeping. Wash hands before breaks and immediately after handling the product. Avoid contact with skin, eyes, and clothing. Before rewearing wash contaminated clothing.

SECTION 9 : Physical and chemical properties

Appearance (physical state,color):	White powder	Explosion limit lower:	Not Determined
		Explosion limit upper:	Not Determined
Odor:	Sulfurous odor	Vapor pressure:	Not Determined
Odor threshold:	Not Determined	Vapor density:	Not Determined
pH-value:	4 - 5 (25% aq. sol.)	Relative density:	Not Determined
Melting/Freezing point:	150°C	Solubilities:	Soluble in water: Completely
Boiling point/Boiling range:	Not Determined	Partition coefficient (n-octanol/water):	Not Determined
Flash point (closed cup):	Not Determined	Auto/Self-ignition temperature:	Not Determined
Evaporation rate:	Not Determined	Decomposition temperature:	Not Determined
Flammability (solid,gaseous):	Not Determined	Viscosity:	a. Kinematic: Not Determined b. Dynamic: Not Determined
Density: Not Determined Specific Gravity: 1.480			

SECTION 10 : Stability and reactivity

Reactivity: Oxidizes when exposed to air. Contact with acid liberates gas. Moisture sensitive

Chemical stability: Oxidizes when exposed to air. Contact with acid liberates gas. Moisture sensitive.

Possible hazardous reactions: Reacts with most metals in presence of moisture to liberate extremely flammable hydrogen gas

Conditions to avoid: Incompatible materials. Dust generation. Exposure to moisture. Temperatures above 150°C.

Incompatible materials: Strong oxidizing agents, Strong acids. Aluminum

Hazardous decomposition products: Sulphur oxides, Sodium oxides

SECTION 11 : Toxicological information

Acute Toxicity:

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 5 of 6

Sodium Bisulfite

Oral:	7631-90-5	LD50 oral-rat: 2 gm/kg
Chronic Toxicity: No additional information.		
Corrosion Irritation: No additional information.		
Sensitization:	No additional information.	
Single Target Organ (STOT):	No additional information.	
Numerical Measures:	No additional information.	
Carcinogenicity:	No additional information.	
Mutagenicity:	No additional information.	
Reproductive Toxicity:	No additional information.	

SECTION 12 : Ecological information

Ecotoxicity Persistence and degradability: No information available.

Bioaccumulative potential: No information available.

Mobility in soil: No information available.

Other adverse effects: No information available.

SECTION 13 : Disposal considerations

Waste disposal recommendations:

Contact a licensed professional waste disposal service to dispose of this material. Dispose of empty containers as unused product. Product or containers must not be disposed together with household garbage. It is the responsibility of the waste generator to properly characterize all waste materials according to applicable regulatory entities (US 40CFR262.11). Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. Chemical waste generators must also consult local, regional, and national hazardous waste regulations. Ensure complete and accurate classification.

SECTION 14 : Transport information

UN-Number

3260

UN proper shipping name

CORROSIVE SOLID, ACIDIC, INORGANIC, N.O.S (SODIUM BISULFITE)

Transport hazard class(es)



Class:

8 Corrosive substances

Packing group:III

Environmental hazard:

Transport in bulk:

Special precautions for user:

SECTION 15 : Regulatory information

United States (USA)

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 6 of 6

Sodium Bisulfite

SARA Section 311/312 (Specific toxic chemical listings):

None of the ingredients is listed

SARA Section 313 (Specific toxic chemical listings):

None of the ingredients is listed

RCRA (hazardous waste code):

None of the ingredients is listed

TSCA (Toxic Substances Control Act):

All ingredients are listed.

CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act):

7631-90-5 Sodium bisulfite 5000 lbs.

Proposition 65 (California):

Chemicals known to cause cancer:

None of the ingredients is listed

Chemicals known to cause reproductive toxicity for females:

None of the ingredients is listed

Chemicals known to cause reproductive toxicity for males:

None of the ingredients is listed

Chemicals known to cause developmental toxicity:

None of the ingredients is listed

Canada

Canadian Domestic Substances List (DSL):

All ingredients are listed.

Canadian NPRI Ingredient Disclosure list (limit 0.1%):

None of the ingredients is listed

Canadian NPRI Ingredient Disclosure list (limit 1%):

7631-90-5 Sodium bisulfite

SECTION 16 : Other information

This product has been classified in accordance with hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations. Note: . The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by the use of this material. It is the responsibility of the user to comply with all applicable laws and regulations applicable to this material.

GHS Full Text Phrases:

Abbreviations and acronyms:

Effective date : 02.11.2015

Last updated : 03.19.2015

EXHIBIT "2"

Payment and Performance Bond

Consisting of __ Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Odyssey Manufacturing Company
Principal Business Address: 1484 Massaro Boulevard
Tampa, Florida 33619
Contact Person: Marvin T. Rakes, President
Phone Number: (813) 635-0339

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: \$223,000.00 **City Case/Project No.** ITB 22-15 Chemical Tank Replacements at Water Treatment Facilities

Description of Work: ITB 22-15 Chemical Tank Replacements at Water Treatment Facilities

Project Location: Water Treatment Facility at 4400 Wellfield Drive, Port Orange, Volusia County, Florida
and the Water Reclamation Facility at 817 Oak Street, Port Orange, Volusia County, Florida

Legal Description: Portions of: 4400 Wellfield Drive, Port Orange, Volusia County, Florida, and
817 Oak Street, Port Orange, Volusia County, Florida
See 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 Garnsey Water Treatment Plant
4440 Wellfield Road, Port Orange, FL 32127**

Short Parcel ID:

6306-00-00-0060

Legal Description:

A portion of the Parcel ID listed above.

AND

**City of Port Orange Water Reclamation Facility
817 Oak Street, Port Orange, FL 32127**

Short Parcel ID:

6341-04-01-0341

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

Odyssey Manufacturing Company

ITB 22-15 Chemical Tank Replacements at Water Treatment Facilities

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, **ODYSSEY MANUFACTURING COMPANY** 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 **TWO HUNDRED TWENTY-THREE THOUSAND AND 00/100 DOLLARS (\$223,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Chemical Tank Replacements at the Water Treatment Facilities, 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 shall be deemed an original, this _____, day of _____, 2023.

Attest:

ODYSSEY MANUFACTURING COMPANY
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Marvin T. Rakes, 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.

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: Odyssey Manufacturing Company
Principal Business Address: 1484 Massaro Boulevard
Tampa, Florida 33619
Contact Person: Marvin T. Rakes, President
Phone Number: (813) 635-0339

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: \$223,000.00 **City Case/Project No.** ITB 22-15 Chemical Tank Replacements at Water Treatment Facilities

Description of Work: ITB 22-15 Chemical Tank Replacements at Water Treatment Facilities

Project Location: Water Treatment Facility at 4400 Wellfield Drive, Port Orange, Volusia County, Florida
and the Water Reclamation Facility at 817 Oak Street, Port Orange, Volusia County, Florida

Legal Description: Portions of: 4400 Wellfield Drive, Port Orange, Volusia County, Florida, and
817 Oak Street, Port Orange, Volusia County, Florida
See 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 Garnsey Water Treatment Plant
4440 Wellfield Road, Port Orange, FL 32127**

Short Parcel ID:

6306-00-00-0060

Legal Description:

A portion of the Parcel ID listed above.

AND

**City of Port Orange Water Reclamation Facility
817 Oak Street, Port Orange, FL 32127**

Short Parcel ID:

6341-04-01-0341

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

Odyssey Manufacturing Company

ITB 22-15 Chemical Tank Replacements at Water Treatment Facilities

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, **ODYSSEY MANUFACTURING COMPANY** 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 **TWO HUNDRED TWENTY-THREE THOUSAND AND 00/100 DOLLARS (\$223,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Chemical Tank Replacements at the Water Treatment Facilities, 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 shall be deemed an original, this _____, day of _____, 2023.

Attest:

ODYSSEY MANUFACTURING COMPANY
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Marvin T. Rakes, 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.



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: Steve Parnell, Deputy Director of Public Utilities

DATE: January 23, 2023

SUBJECT: Award ITB 22-15 Chemical Tank Replacements at Water Treatment Facilities

REQUEST:

The Public Works & Utilities Department is requesting City Council approval to award ITB 22-16 Chemical Tank Replacements at Water Treatment Facilities to Odyssey Manufacturing Company who has been deemed as the lowest, responsible, and responsive contractor for the amount of \$223,000.00

PURPOSE:

The purpose of this request is to replace chemical tanks at both the Water Treatment and Water Reclamation Facilities in accordance with the manufacturer guidelines. Routing replacement of the chemical tanks at the treatment facilities helps to ensure compliance with all Florida Department of Environmental Protection regulations for disinfection of potable and reclaimed water.

CONSIDERATION:

The Water Treatment and Water Reclamation Facilities have multiple chemical storage tanks onsite that hold various chemicals for the disinfection and treatment of potable and reclaimed water. The manufacturer recommends replacement of these tanks every 10 years or sooner depending on the application of the installation. The sodium hypochlorite tanks at both the Water Treatment and Water Reclamation Facilities are due for replacement due to age. Both sodium hypochlorite tanks at the Water Reclamation Facility are currently leaking. Rental tanks have been acquired until the new replacement tanks can be installed.

On January 19, 2023, the City received only one (1) bid. Odyssey Manufacturing Company has successfully completed jobs of similar size and scope prior to the City of

Port Orange. Odyssey Manufacturing Company is more than capable of performing the work stated in ITB# 22-15.

The Public Works & Utilities Department is requesting a Standard Contract for Services to be executed per specifications outlined under the ITB22-15. Contract terms are to be 365 days from the issuance of a Notice to Proceed (NTP) and will require a Payment and Performance Bond.

FUNDING:

Fund: 403

Fund Name: Water and Sewer R&R

Cost Center: Water and Sewer

Program: Water Production

Spend Category: Water - Capital

Actual: \$58,000

Project: # WWP003

Fund: 403

Fund Name: Water and Sewer R&R

Cost Center: Water and Sewer

Program: Wastewater Treatment

Spend Category: Sewage – Capital

Actual: \$165,000

Project: # SSP002

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council City Council approval to award ITB 22-16 Chemical Tank Replacements at Water Treatment Facilities to Odyssey Manufacturing Company who has been deemed as the lowest, responsible, and responsive contractor, for the amount of \$223,000.00

ANTICIPATED SCHEDULE:

- a.) Council Approval: February 21, 2023
- b.) Project Completion: 365 days from NTP

ATTACHMENTS:

- a.) All bid documents



(ATTACHMENT 1) SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE

ITB #22-15

CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

ITEM #	DESCRIPTION	NAME OF MANUFACTURER	QTY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	5,500 GALLON HDLPE TANK 120" DIAMETER AND 132" HEIGHT		4	EA	\$ -	\$ -
2	1,050 GALLON HDLPE TANK 119" DIAMETER AND 141" HEIGHT		2	EA	\$ -	\$ -
3	1,050 GALLON HDLPE TANK 72" DIAMETER AND 87" HEIGHT		2	EA	\$ -	\$ -
					TOTAL BID PRICE:	\$ -
Extended parts and labor warranty beyond the required three (3) year minimum for a period of:			TIME			
Extended materials and workmanship warranty beyond the required one (1) year minimum for a period of:			TIME			



REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE

ITB #22-15

CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

Completed REVISED (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

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

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

ITEM #	DESCRIPTION	NAME OF MANUFACTURER	QTY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	5,500 GALLON HDLPE TANK 120" DIAMETER AND 132" HEIGHT (2 to be installed at Water Treatment Facility and 2 to be installed at Water Reclamation Facility) <u>All 4 tanks will contain sodium hypochlorite.</u>		4	EA	\$ -	\$ -
2	5,500 GALLON HDLPE TANK 119" DIAMETER AND 141" HEIGHT (Both to be installed at Water Reclamation Facility) <u>Both tanks will contain glycerin.</u>		2	EA	\$ -	\$ -
3	1,050 GALLON HDLPE TANK 72" DIAMETER AND 87" HEIGHT (Both to be installed at Water Reclamation Facility) <u>Both tanks will contain sodium bisulfite.</u>		2	EA	\$ -	\$ -
					TOTAL BID PRICE:	\$ -

Extended parts and labor warranty beyond the required three (3) year minimum for a period of:

TIME

Extended materials and workmanship warranty beyond the required one (1) year minimum for a period of:

TIME



CITY OF PORT ORANGE

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

ADDENDUM # 1

January 6, 2023

ITB #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 8, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

NEW BID OPENING DATE

The bid opening date of January 12, 2023 at 2:30 p.m. is hereby changed to January 19, 2023 at 2:30 p.m.

REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING

Bidders are advised they must complete REVISED (Attachment 1) Schedule of Unit Pricing. If Bidder does not complete and include with bid submittal REVISED (Attachment 1) Schedule of Unit Pricing, their bid will be deemed non-responsive.

REVISED (Attachment 1) Schedule of Unit Pricing supersedes the (Attachment 1) Schedule of Unit Pricing and is hereby added to ITB #22-15. **REVISED (Attachment 1) Schedule of Unit Pricing** is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

REQUIRED FORMS

The following forms require Notary and state the year 2022: Form 7.2, Form 7.3, Form 7.4, Form 7.5, Form 7.7, Form 7.10 and Form 7.11. If your company is completing these forms after January 1, 2023, please instruct your Notary to cross out 2022 and write 2023. The City is not creating new forms for the solicitation. All these forms have the following statement:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

1). The following new specification is hereby added to **Section 3 – Specifications, PART 2 PRODUCTS, 2.01 General, A. Manufacturers:** (pg.10):

3. PolyProcessing

2). The following new specifications are hereby added to **Section 3 – Specifications, Part 2 PRODUCTS, 2.02 CHEMICAL TANKS, A. 5,500 Gallon HDLPE tank - two (2) at Water Reclamation Facility** (pg.11):

10. SS316 tank restraints rated for 180 mph winds

11. These tanks shall be single wall.

3). The following new specifications are hereby added to **Section 3 – Specifications, PART 2 PRODUCTS, 2.02 CHEMICAL TANKS, B. 5,500 Gallon HDLPE tank - two (2) at Water Treatment Facility** (pg.11):

9. Removal and disposal of existing tank(s) and all associated plumbing. When removing existing tanks, the Contractor must take special care as to not damage them as they are being leased from Odyssey Manufacturing Co. and will remain onsite to be picked up by Odyssey Manufacturing.

10. SS316 tank restraints rated for 180 mph winds

11. These tanks shall be single wall.

4). The following new specifications are hereby added to **Section 3 – Specifications, PART 2 PRODUCTS, 2.02 CHEMICAL TANKS, C. 5,500 Gallon HDLPE tank - two (2) at Water Reclamation Facility** (pgs.11-12):

11. Tank outlet shall be full drain outlet type to provide maximum drainage of liquid through the sidewall of the flat bottom tank.

12. Provide all labor and materials to furnish and install tank manufacturer provided stand. Stand shall be a minimum of 4-inches in height and accommodate all proposed tank fittings, including the full drain outlet flange.

13. SS316 tank restraints rated for 180 mph winds

14. These tanks shall be single wall.

5). The following new specifications are hereby added to **Section 3 – Specifications, PART 2 PRODUCTS, 2.02 CHEMICAL TANKS, D. 1,050 Gallon HDLPE tank – two (2) at Water Reclamation Facility** (pg.12):

14. SS316 tank restraints rated for 180 mph winds

15. These tanks shall be double wall.

C. QUESTIONS AND ANSWERS:

QUESTION #1: On the Schedule of Unit Pricing, item #2, please confirm the dimensions of the 1050 gallon tank. The given dimensions of 119" diameter x 141" tall represent Snyder's part# 8220000N 6,200 gallon 120" diameter x 140" tall single wall vertical tank.

ANSWER: Dimensions stated in Section – 3 Specifications for each tank reflect those of the current tanks. Replacement tank should be close in size and gallons. Item # 2 on (Attachment 1) Schedule of Unit Pricing was erroneously listed as 1,050 gallons. This has been corrected on REVISED (Attachment 1) Schedule of Unit Pricing. These tanks must have a minimum capacity of 5,500 gallons. If Bidder proposes tank replacements with greater than 5,500 gallon capacity, they must make sure they fit into the current containment area with no loss of containment volume or modification to the containment area or building.

QUESTION #2: What are the chemicals in each tank?

ANSWER: Two 5,500 gallon tanks at the Water Treatment Facility and two 5,500 gallon tanks at the Water Reclamation Facility are sodium hypochlorite (Tank dimensions = 120" diameter and 132" height). The remaining two 5,500 gallon tanks at the Water Reclamation Facility are glycerin (Tank dimensions = 119" and 141" height). The two 1,050 gallon tanks at the Water Reclamation Facility are sodium bisulfite.

QUESTION #3: Please confirm the tanks are single wall and not double wall.

ANSWER: Single wall for all the tanks with the exception of the 1,050 gallon sodium bisulfite tanks. These tanks are double wall. (SEE CHANGES TO SPECIFICATIONS #'S 2-5)

QUESTION #4: Are the Sodium Hypochlorite tank(s) exposed to UV/sunlight?

ANSWER: Yes

QUESTION #5: Are the tanks required to be registered with FDEP per rule 62-762, Florida Administrative Code?

ANSWER: Yes

QUESTION #6: Can the tanks be delivered to and stored at each water facility or any other Port Orange property prior to installation?

ANSWER: Yes

QUESTION #7: The given dimensions of 72" diameter x 87" tall represent Snyder's part# 1830400N 1,300 gallon single wall vertical tank. Can we substitute Snyder's part#1770000N 1,500 gallon single wall tank 86" diameter x 72" tall?

ANSWER: Dimensions stated in Section – 3 Specifications for each tank reflect those of the current tanks. Replacement tank should be close in size and gallons. If Bidder proposes tank replacements with greater than 1,050 gallon capacity, they must make sure they fit into the current containment area with no loss of containment volume or modification to the containment area or building.

QUESTION #8: At the pre-bid meeting, we were told that the City of Port Orange indicated that they would be requiring a 12" thick pad under the WRF glycerin tanks and the tanks would be required to be full drain. Request this be clarified formally by Addendum.

ANSWER: 12" thick pad(s) are not allowed, only a tank manufacturer stand under the WRF glycerin tanks is acceptable or a tank that allows full drain out with no modifications to the

existing concrete surface. Please refer to # 4 in CHANGES TO SPECIFICATIONS in this Addendum.

QUESTION #9: Request blanket clarification that the work must be completed in such a manner to maintain continuous chemical feed for all four systems that tanks are being replaced (i.e., no outages permitted).

ANSWER: Please refer to Part 1. General, 1.01 Description, Item A (pg.10) of the solicitation.

QUESTION #10: I also have an additional question about the specified SUMO tank fittings for the 4 each 5500 gallon tanks. Are the tanks going to be sitting on a flat concrete floor or on an elevated platform? The reason I ask is that if you look at the attached Snyder page 10, you will see that if the tanks are resting on a flat concrete floor, the concrete would have to be “notched” so the flange can be properly installed onto the SUMO fitting. If you use a double flange bolted fitting and siphon tube (as seen in attached page 16 & 17) notching would not be necessary.”

ANSWER: The installation of the new tanks will not alter the existing flooring.

In all other respects, except as specifically stated herein, the subject ITB #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org



CITY OF PORT ORANGE

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

ADDENDUM # 2

January 13, 2023

ITB #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 8, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

- 1). The following new specifications are hereby added to **Section 3 – Specifications, PART 2 PRODUCTS, 2.02 CHEMICAL TANKS, A. 5,500 Gallon HDLPE tank - two (2) at Water Treatment Facility** (pg.11):

10.SS316 tank restraints rated for 180 mph winds

11.These tanks shall be single wall.

- 2). The following specification is hereby removed from **Section 3 – Specifications, PART 2 PRODUCTS, 2.02 CHEMICAL TANKS, B. 5,500 Gallon HDLPE tank - two (2) at Water Reclamation Facility** (pg.11):

9. Removal and disposal of existing tank(s) and all associated plumbing.

- 3). The following new specifications are hereby added to **Section 3 – Specifications, PART 2 PRODUCTS, 2.02 CHEMICAL TANKS, B. 5,500 Gallon HDLPE tank - two (2) at Water Reclamation Facility** (pg.11):

9. When removing existing tanks, the Contractor must take special care as to not damage them as they are being leased from Odyssey Manufacturing Co. and will remain onsite to be picked up by Odyssey Manufacturing.

10. SS316 tank restraints rated for 180 mph winds

11. These tanks shall be single wall.

- 4). The following specification is hereby revised to **Section 3 – Specifications, PART 2 PRODUCTS, 2.02 CHEMICAL TANKS, C. 5,500 Gallon HDLPE tank - two (2) at Water Reclamation Facility-#10** (pgs.11-12) currently reads:

10. Removal and disposal of existing tank(s) and all associated plumbing.

#10 is hereby revised to read:

Contractor shall remove and dispose of (2) existing metal tanks and all associated plumbing. One additional existing tank outside the containment area will remain on site as it is leased. The associated plumbing for this tank shall be disposed of by the Contractor.

QUESTIONS AND ANSWERS:

QUESTION #1: This is to ask if we can just empty the 4 – 5,500 gal tanks owned by Odyssey to the best extent possible then set it aside to be picked up by Odyssey? Or do we have to wash and rinse and empty the inside of each tank before we set them aside for pick up? If we have to wash and rinse the inside of each tank, can we recycle the wash water back into each plant rather than pay for offsite disposal costs?

ANSWER: Of the existing tanks, only (3) 5,500 gallon tanks are leased by Odyssey. There is one temporary glycerin tank at the Water Reclamation Facility that is leased by Odyssey which the contractor is to leave. The other (2) leased tanks at the Water Reclamation Facility contain sodium hypochlorite. All (3) of these leased tanks are to remain onsite. The piping associated with these tanks shall be disposed of by the contractor.

After transfer of the existing glycerin into the new tanks, any residual glycerin can be rinsed into the collection system without any prior treatment since it has no negative effect on the treatment process. After transferring the sodium hypochlorite into the new tanks, any residual sodium hypochlorite must be neutralized before tanks are rinsed into the collection system.

The contractor is responsible for the disposal of the existing tanks that are owned by the City.

In all other respects, except as specifically stated herein, the subject ITB #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES remains unchanged.

END OF ADDENDUM #2

Joseph Castro

Buyer

jcastro@port-orange.org



NOTICE OF INTENT TO AWARD

January XX, 2023

ITB #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

On January 19, the City of Port Orange received one (1) submittal for ITB #22-15 Chemical Tank Replacements at Water Treatment Facilities.

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

ODYESSEY MANUFACTURING COMPANY

This recommendation of award will be presented to City Council for approval in the near future. Interested parties may review the City Council agenda at: <https://www.port-orange.org/776/Agendas-and-Minutes>.

Joseph Castro
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on **January XX, 2023 at TIME E.S.T.**



ITB #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

Bid Received January 19, 2023 @ 2:30PM

ODYSSEY MANUFACTURING COMPANY						
Required Forms Submitted: YES						
Responsive Bidder: YES						
ITEM #	DESCRIPTION	NAME OF MANUFACTURER	QTY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	5,500 GALLON HDLPE TANK 120" DIAMETER AND 132" HEIGHT (2 to be installed at Water Treatment Facility and 2 to be installed at Water Reclamation Facility) <u>All 4 tanks will contain sodium hypochlorite.</u>	Snyder Industries	4	EA	\$ 29,000.00	\$ 116,000.00
2	5,500 GALLON HDLPE TANK 119" DIAMETER AND 141" HEIGHT (Both to be installed at Water Reclamation Facility) <u>Both tanks will contain glycerin.</u>	Assmann Tanks	2	EA	\$ 39,000.00	\$ 78,000.00
3	1,050 GALLON HDLPE TANK 72" DIAMETER AND 87" HEIGHT (Both to be installed at Water Reclamation Facility) <u>Both tanks will contain sodium bisulfite.</u>	Assmann Tanks	2	EA	\$ 14,500.00	\$ 29,000.00
TOTAL BID PRICE:						\$ 223,000.00
Extended parts and labor warranty beyond the required three (3) year minimum for a period of:			TIME	0		
Extended materials and workmanship warranty beyond the required one (1) year minimum for a period of:			TIME	0		

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.

Buyer: _____

Witness: _____

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

ITB #22-15



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: December 8, 2022

Bid Due Date & Time: January 12, 2023 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5717

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #22-15

CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES . 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 January 12, 2023** 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 December 22, 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. Only Bidders attending the mandatory Pre- Bid Conference and Site Visit will be eligible to submit a Bid.** All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid Conference.

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

DESCRIPTION: The City of Port Orange is soliciting sealed bids for the supply and installation of eight new chemical tanks for the two Water Treatment Facilities.

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

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local bidders may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com .

All questions shall be directed **in writing** to the Buyer, Joseph Castro, jcastro@port-orange.org and purchdiv@port-orange.org and reference **"Questions on ITB #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES"** in the subject line. Last day for questions will be **December 29, 2022 at 5:00 P.M.**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #22-15

BID TITLE: CHEMICAL TANK REPLACEMENTS AT WATER
TREATMENT FACILITIES

DUE DATE/TIME: January 12, 2023 at 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

DELIVER TO: City of Port Orange
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO BIDDERS	6
SECTION 3 – SPECIFICATIONS	10
SECTION 4 – STANDARD PURCHASE DEFINITIONS	57
SECTION 5 – GENERAL TERMS AND CONDITIONS	60
SECTION 6 – SPECIAL CONDITIONS	83
SECTION 7 – REQUIRED FORMS	85
FORM 7.1 – BID SUBMITTAL CHECKLIST.....	85
FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM.....	86
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	87
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	88
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLICITY CRIMES	89
FORM 7.6 – ANTI-COLLUSION FORM.....	90
FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS.....	91
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE.....	92
FORM 7.9 – LIST OF SUBCONTRACTORS	94
FORM 7.10 –LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	95
FORM 7.11 E-VERIFY AFFIDAVIT	96
FORM 7.12 - DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.....	97
FORM 7.13 – NO SUBMITTAL RESPONSE FORM.....	98
ATTACHMENT 1 – SCHEDULE OF UNIT PRICING	99
BID BOND	100
PAYMENT & PERFORMANCE BOND.....	102
LEASED EMPLOYEE AFFIDAVIT FORM (FOR INFORMATIONAL PURPOSES ONLY).....	105
AFFIDAVIT REGARDING WORKERS COMPENSATION FORM (FOR INFORMATIONALPURPOSES ONLY).....	106
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY).	107

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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) to supply and install new chemical tanks at the Water Treatment Facility located at 4400 Wellfield Drive and the Water Reclamation Facility located at 817 Oak Street.

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 (Bidders) desiring to provide services, as described herein shall submit sealed bids including one (1) original copy and one (1) digital 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 DistributionDecember 8, 2022
Mandatory Pre-Bid Conference & Site Visit December 22, 2022 10:00 A.M.
Deadline for Questions.....December 29, 2022 by 5:00 P.M.
Final Addendum Posting.....January 5, 2023 by 5:00 P.M.
Bids Due.....January 12, 2023 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129

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

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

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

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

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

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

All Bids will be opened publicly, and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all Bids or parts of Bids, if it is in the best interest of the City.

PRE-BID CONFERENCE/SITE VISIT:

There will be a mandatory Pre-Bid Conference and Site Visit for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. **All prospective Bidders must attend the meeting and site visit. Only Bidders attending the mandatory Pre-Bid Conference and Site Visit will be eligible to submit a Bid.**

The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org and
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 to the Bid Due Date. Addenda will be provided via the City’s Purchasing web page at 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 must 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 fill out the Schedule of Unit Pricing as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the Bidder’s Acknowledgement Form (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 one-hundred-twenty (120) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Bidder in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

- (e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER:

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

[Remainder of this page left intentionally blank]

SECTION 3 - SPECIFICATIONS

PART 1. GENERAL

1.01 DESCRIPTION

- A. The specifications cover the supply and installation of completely functional, chemical tanks for the City of Port Orange. The chemical tanks shall include delivery to installation location, engineer drawings for all chemical tanks, complete installation of chemical tanks at described locations herein, removal and disposal of old chemical tanks, and a three-year warranty on parts and labor. Both Water Treatment Facilities must be fully operational during the removal and installation processes.

1.02 RELATED WORK

N/A

1.03 QUALITY ASSURANCE

- A. For the purpose of establishing quality assurance, experience, and system reliability, the Contractor will have successfully completed projects of similar size and scope.

1.04 WARRANTY

- A. The Contractor must provide a three-year warranty on all parts and labor.

1.05 SUBMITTALS

- A. Manufacturer's literature, illustration, specifications, and engineering data including dimensions, materials, size, weight.
- B. Operations and Maintenance Manuals
 - 1. Manufacturer spec sheets/cut sheets are required for all tanks.

PART 2. PRODUCTS

2.01 GENERAL

- A. Manufacturers:
 - 1. Snyder Industries
 - 2. Assmann Corporation
- B. Manufacturer brand equivalent or better can be offered in your submittal. Brand name must be included in (Attachment 1) Schedule of Unit Pricing. Complete tank specifications must be included in the bid submittal. The City has the final decision in determining if the offered manufacturers are acceptable or not.
- C. All tank caution or warning labels must be provided by the Contractor.
- D. The Contractor shall only supply and install new tanks.

2.02 CHEMICAL TANKS

A. 5,500 Gallon HDLPE tank - two (2) at Water Treatment Facility

1. Tank Dimensions 120" in diameter and 132" height
2. Rated for 1.9 specific gravity
3. A new 2" fill line tied to a common header with new isolation ball valves on the end and connect existing bag filter to both tanks.
4. A 4" Schedule 40 PVC vent on each of the tanks tied to a common header and run out of the building.
5. A molded-in SUMO fitting with titanium threads on the bottom of the tank with a new 2" isolation valve on the bottom tied to 3' long 2" Flexmaster fitting tied to a "T" tied to another 2" isolation ball valve and run to the existing header.
6. A 1 'z" Schedule 40 clear PVC sight-glass with a 1" isolation ball valve "T" off of the bottom fitting hung on the back wall so the driver and operator can easily see it.
7. Delivery, unloading and placement of new tank.
8. Transfer of existing chemical into new tanks. The Contractor is responsible for the safe transfers of all chemicals.
9. Removal and disposal of existing tank(s) and all associated plumbing.

B. 5,500 Gallon HDLPE tank - two (2) at Water Reclamation Facility

1. Tank Dimensions 120" in diameter and 132" height
2. Rated for 1.9 specific gravity
3. A new 2" fill line tied to a common header with new isolation ball valves on the end and connect existing bag filter to both tanks.
4. A 4" Schedule 40 PVC vent on each of the tanks tied to a common header and run out of the building.
5. A molded-in SUMO fitting with titanium threads on the bottom of the tank with a new 2" isolation valve on the bottom tied to 3' long 2" Flexmaster fitting tied to a "T" tied to another 2" isolation ball valve and run to the existing header.
6. A 1 'z" Schedule 40 clear PVC sight-glass with a 1" isolation ball valve "T" off of the bottom fitting hung on the back wall so the driver and operator can easily see it.
7. Delivery, unloading and placement of new tank.
8. Transfer of existing chemical into new tanks. The Contractor is responsible for the safe transfers of all chemicals.
9. Removal and disposal of existing tank(s) and all associated plumbing.

C. 5,5000 Gallon HDLPE tank - two (2) at Water Reclamation Facility

1. Tank Dimensions 119" in diameter and 141" height
2. 24" safe surge manway, a 4" u—vent, a 4" bulkhead fitting for a future ultrasonic level sensor and a 2" fill connection on top of the tanks.

3. Schedule 80 PVC fill line going to a common point with a 2" valve on the end of each line and a male camlock fitting on the end where after the two lines are tied together.
4. The top sidewall will have a 3" Schedule 80 PVC overflow line.
5. The bottom sidewall will have a 2" SS316 flanged fitting, connect a 2" ball valve to this fitting and then install a flexible connection to another 2" ball valve which will tie into a common 2" Schedule 80 PVC line to the feed equipment.
6. The tanks will have SS316 restraint cables with HDLPE feet and tank attachments rated for 180 mph winds.
7. Delivery, unloading and placement of new tank.
8. Removal and reinstallation of chemical building metal roofing to accommodate tank installation, if needed.
9. Transfer of existing chemical into new tanks. The Contractor is responsible for the safe transfers of all chemicals.
10. Removal and disposal of existing tank(s) and all associated plumbing.

D. 1,050 Gallon HDPE tank – two (2) at Water Reclamation Facility

1. Tank Dimensions 72" diameter and 87" height
2. 24" Oversized Man way
3. 2" BH fitting for fill.
4. 4" BH fitting for Ultrasonic Sensor.
5. 2" Double-flanged SS316 bottom fitting with encapsulated SS316 bolts for suction.
6. 3" BH fitting for Vent. Seismic Restraint Tie Down System rated for 180 mph winds.
7. Pumping out bisulfite and removal of old tank and proper disposal of old tank.
8. Delivery, unloading and placement of new tank.
9. Piping for connection of fill, suction and vent piping.
10. Installation of Ultrasonic Level Sensor from old tank.
11. Mounting of Local Level indicator.
12. Transfer of existing chemical into new tanks. The Contractor is responsible for the safe transfers of all chemicals.
13. Removal and disposal of existing tank(s) and all associated plumbing.

PART 3. EXECUTION

3.01 SHIPPING, HANDLING, DELIVERY AND STORAGE

- A. Packaging: The Contractor is to assume responsibility for packaging to prevent damage during site storage.

3.02 INSTALLATION

- A.** The Contractor shall furnish the services of competent factory representative familiar with this installation and equipment to supervise installation.
- B.** Contractor to coordinate with Plant Management prior to shutting off any lines that may affect chemical pumping equipment.
- C.** All materials and equipment shall be clean and free of oil, grease and/or chemical contaminations prior to installation.
- D.** City staff will conduct a post installation visual inspection of all seven tanks and verify all chemical pumping equipment is operational.

3.03 START UP AND TRAINING

- A.** Start up and training by chemical feed equipment factory representative shall be arranged and provide by the Contractor. The Manufacturer's representative shall provide the service for successful equipment start up and plant personnel training.

END OF SECTION

Chlorine Tank









Glycerin Tank

















12% Sodium Hypochlorite (Bleach) Tank











SAFETY DATA SHEET

Revision date 19-Jul-2021

Revision Number 1

1. Identification

Product identifier

Product Name ALPHA 2005

Other means of identification

Product Code(s) 40000673

UN number or ID number UN3264

Synonyms Inorganic metal salt coagulant/flocculant in aqueous solution

Recommended use of the chemical and restrictions on use

Recommended use No information available

Restrictions on use No information available None known

Details of the supplier of the safety data sheet

Supplier Address

G2O Technologies LLC
1 Riverside Way,
Phillipsburg, NJ 08865
+1-800-453-2586 Hours: Monday-Friday 9:00-5:00 CST (Central Standard Time)

Contact Point sdsinfo@g2otech.com

Emergency Telephone CHEMTREC: (800) 424-9300
Outside USA - +1 (703) 527-3887 collect calls accepted

2. Hazard(s) identification

Classification

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Corrosive to metals	Category 1

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

DANGER**Hazard statements**

Causes severe skin burns and eye damage
May be corrosive to metals



Appearance Opaque

Physical state Liquid

Odor No appreciable odor

Precautionary Statements - Prevention

Wash face, hands and any exposed skin thoroughly after handling
Do not eat, drink or smoke when using this product
Do not breathe dust/fume/gas/mist/vapors/spray
Wear protective gloves/protective clothing/eye protection/face protection
Keep in original container

Precautionary Statements - Response

Immediately call a POISON CENTER or doctor
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
Wash contaminated clothing before reuse
IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
Rinse mouth
Do NOT induce vomiting
Absorb spillage to prevent material damage

Precautionary Statements - Storage

Store locked up
Store in corrosion resistant container with a resistant inner liner

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

Other information

May be harmful if swallowed.

3. Composition/information on ingredients

Substance

Not applicable.

Synonyms

Inorganic metal salt coagulant/flocculant in aqueous solution.

Chemical name	CAS No	Weight-%	Trade secret
Trade secret	Trade secret	20 - 30%	*
Trade secret	Trade secret	1 - 10%	*

*The exact percentage (concentration) of composition has been withheld as a trade secret. While some components are claimed as trade secret in accordance with the provision of OSHA 29 CFR 1910.1200(i), all known hazards are clearly communicated within this document.

4. First-aid measures

Description of first aid measures

General advice	Get medical attention if irritation or other symptoms occur. Show this safety data sheet to the doctor in attendance.
Inhalation	Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, (trained personnel should) give oxygen. Call physician immediately.
Eye contact	Remove contact lenses, if worn. Immediately flush with plenty of water for at least 15 minutes, holding eyelids apart to ensure flushing of the entire surface. Washing within one minute is essential to achieve maximum effectiveness. Seek medical attention if irritation should develop.
Skin contact	Immediately flush skin with plenty of soap and water for at least 15 minutes. Remove contaminated clothing and footwear. Wash contaminated clothing before reuse. If skin irritation occurs: Get medical advice/attention.
Ingestion	Do NOT induce vomiting. If vomiting should occur spontaneously, keep airway clear. Never give anything by mouth to an unconscious person. Get medical attention.
Self-protection of the first aider	Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation. Avoid contact with skin, eyes or clothing. Wear personal protective clothing (see section 8).

Most important symptoms and effects, both acute and delayed

Symptoms	Skin, eye and respiratory irritation. May cause redness and tearing of the eyes. Itching. Dermatitis. Burning sensation. Rashes. Redness. Coughing and/ or wheezing. Difficulty breathing. Stomach pains.
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Indication of any immediate medical attention and special treatment needed

Note to physicians	Aluminum soluble salts may cause gastroenteritis if ingested. Treatment includes the use of demulcents. Note: Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.
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5. Fire-fighting measures

Suitable Extinguishing Media	Not combustible. Use appropriate extinguishing media for material that is supplying fuel. Use water spray to cool the surrounding area and maintain fire temperature below decomposition temperature. Water Spray, Carbon Dioxide, Foam, Dry Chemical. CAUTION: Use of water spray when fighting fire may be inefficient.
Large Fire	
Unsuitable extinguishing media	No information available.
Specific hazards arising from the chemical	May produce hazardous fumes or hazardous decomposition products.
Hazardous combustion products	Thermal decomposition (as may be experienced in a fire) may release toxic and/or hazardous gases such as HCl and Cl ₂ .
Explosion data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Full protective clothing and approved self-contained breathing apparatus required for firefighting personnel.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions	Wear suitable protective clothing and gloves.
Other information	Refer to protective measures listed in Sections 7 and 8. Do not allow liquid to enter streams or waterways.
For emergency responders	Use personal protection recommended in Section 8.

Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so. Soak up small spills with inert absorbent material and place in a labeled waste container for disposal. Build dikes as necessary to contain flow of large spills. Do not allow liquid to enter streams or waterways.
Methods for cleaning up	Stop leaks. Clean up spill immediately. Build dikes as necessary to contain flow of large spills. Do not allow liquid to enter stream or waterways. For small spills, use soda ash to neutralize, an inert material to absorb. Place contaminated materials into containers and store in a safe place to await proper disposal. Wear adequate personal protective clothing and equipment. Caution: The use of soda ash may generate carbon dioxide gas. Provide adequate ventilation to spill area. Approved breathing apparatus may be necessary. Clean up large spills with vacuum truck.

7. Handling and storage

Precautions for safe handling

Advice on safe handling	Keep container closed when not in use. Keep away from heat and open flame. Avoid contact with skin, eyes or clothing. Wear chemical splash goggles, gloves, and protective clothing when handling. Wash thoroughly after handling. Avoid breathing dust/fume/gas/mist/vapors/spray. Use with adequate ventilation and employ respiratory protection where a dust atmosphere may be generated. Do not take internally. FOR INDUSTRIAL USE ONLY.
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Conditions for safe storage, including any incompatibilities

Storage Conditions	Store in corrosive resistant stainless steel container with a resistant inner liner. Product may slowly corrode iron, brass, copper, aluminum, mild steel, and stainless steel. Store in a cool, dry place away from heat. Keep container tightly closed when not in use and during transport.
Packaging materials	Store in corrosion resistant container with a resistant inner liner.

8. Exposure controls/personal protection

Control parameters

Exposure Limits

Chemical name	ACGIH TLV	OSHA PEL	NIOSH
Trade secret	-	(vacated) TWA: 2 mg/m ³ Al Aluminum	TWA: 2 mg/m ³ Al
Trade secret	TWA: 1 mg/m ³ Fe	(vacated) TWA: 1 mg/m ³ Fe	TWA: 1 mg/m ³ Fe

Biological occupational exposure limits

This product, as supplied, does not contain any hazardous materials with biological limits established by the region specific

regulatory bodies.

Appropriate engineering controls

Engineering controls Local exhaust ventilation as necessary to maintain exposures to within applicable limits. Please refer to the ACGIH document, 'Industrial Ventilation, A Manual of Recommended Practices', most recent edition, for details. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient. Ensure that eyewash stations and safety showers are close to the workstation location.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear chemical splash goggles and face shield (when eye and face contact is possible due to splashing or spraying of material).

Hand protection Appropriate chemical resistant gloves should be worn.

Skin and body protection Standard work clothing and work shoes.

Respiratory protection If exposures exceed the PEL or TLV, use NIOSH/MSHA approved respirator in accordance with OSHA Respiratory Protection Requirements under 29 CFR 1910.134. If there are no applicable or established exposure limit requirements or guidelines, general ventilation should be sufficient.

Environmental exposure controls Do not allow liquid to enter streams or waterways.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice. Do not eat, drink or smoke when using this product. Take off contaminated clothing and wash it before reuse. Ensure that eyewash stations and safety showers are close to the workstation location.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical state	Liquid
Appearance	Opaque
Color	Reddish brown
Odor	No appreciable odor
Odor threshold	No information available

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	< 1	As is
Melting point / freezing point	No data available	
Boiling point / boiling range	~ 104 °C (220 °F)	
Flash point	Not applicable No data available	No information available
Evaporation rate	No information available No data available	No information available
Flammability (solid, gas)	Not applicable No data available	No information available
Flammability Limit in Air		None known
Upper flammability or explosive limits	No data available	
Lower flammability or explosive limits	No data available	
Vapor pressure	No data available	No information available
Relative vapor density	No data available	No information available
Relative density	1.280 - 1.319	
Water solubility	Soluble below pH 4	
Solubility(ies)	No information available	None known
Partition coefficient	No data available	None known
Autoignition temperature	Not applicable No data available	None known
Decomposition temperature	No information available	None known
Kinematic viscosity	No data available	No information available

Dynamic viscosity	< 50 cps	Brookfield @ 25 °C
Other information		
Explosive properties	No information available	
Oxidizing properties	No information available	
Softening point	No information available	
Molecular weight	No information available	
VOC Content (%)	No information available	
Liquid Density	10.67 - 11.00 lbs./gal.	
Bulk density	No information available	

10. Stability and reactivity

Reactivity	Reacts with strong alkalis.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	None under normal processing.
Hazardous polymerization	No.
Conditions to avoid	None known.
Incompatible materials	Alkalis.
Hazardous decomposition products	Thermal decomposition (as may be experienced in a fire) may release toxic and/or hazardous gases such as HCl and Cl ₂ .

11. Toxicological information

Information on likely routes of exposure

Product Information	Specific test data for the substance or mixture is not available.
Inhalation	Inhalation of mist or spray may irritate respiratory tract and may cause burns and difficulty breathing.
Eye contact	Based on pH, this product is expected to cause severe eye irritation, possibly resulting in burns and eye damage. Prolonged exposure to Aluminum salts may cause conjunctivitis.
Skin contact	Prolonged and/or repeated contact may cause severe irritation and burns.
Ingestion	Harmful if swallowed. May cause burns of the mouth, throat and stomach. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	Adverse symptoms may include the following;
	Eye Contact: watering, redness, irritation and possible burns.
	Skin contact: irritation, rash, redness, itching, dermatitis, burning sensation and burns.
	Ingestion: stomach pain, nausea, vomiting and diarrhea.
	Inhalation: Respiratory irritation, coughing, wheezing and difficulty breathing.

Acute toxicity

Numerical measures of toxicity

The following values are calculated based on chapter 3.1 of the GHS document .

ATEmix (oral) 1,357.10 mg/kg

Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Trade secret	= 380 mg/kg (Rat)	-	-
Trade secret	= 450 mg/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation	Causes burns.
Serious eye damage/eye irritation	Risk of serious damage to eyes.
Respiratory or skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	This product does not contain any components in concentrations greater than or equal to 0.1% that are listed as known or suspected carcinogens by NTP, IARC, ACGIH, or OSHA.
Reproductive toxicity	No information available.
Developmental toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Target organ effects	Eyes, Gastrointestinal tract (GI), Respiratory system, Skin.
Aspiration hazard	No information available.
Other adverse effects	No information available.
Interactive effects	No information available.

12. Ecological information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Trade secret	--	LC50 (96 h) 6.2 - 11.9 mg/L (Oncorhynchus mykiss) LC50 (96 h flow-through) 5.31 - 7.2 mg/L (Oncorhynchus mykiss) LC50 (96 h) = 27.1 mg/L (Gambusia affinis)	-	EC50: =3.9mg/L (48h, Daphnia magna)
Trade secret	--	LC50 (96 h semi-static) 20.95 - 22.56 mg/L (Pimephales promelas) LC50 (96 h semi-static) = 20.26 mg/L (Lepomis macrochirus)	-	EC50: =27.9mg/L (48h, Daphnia magna) EC50: =9.6mg/L (48h, Daphnia magna)

Persistence and degradability Not determined. No information available.

Bioaccumulation No information available.

Chemical name	Partition coefficient
Trade secret	-4

Mobility Not determined. No information available.

Other adverse effects No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products Do NOT mix with other chemical wastes. Avoid landfilling liquids. Do not put solutions containing this product into sewer systems. Dispose of product in an approved chemical waste landfill or incinerator in accordance with applicable Federal, state and local regulations.

Contaminated packaging Do not reuse empty containers. Since empty containers retain product residue, follow label warnings even after container is emptied.

US EPA Waste Number D002 (Corrosivity).

14. Transport information

DOT

Regulated
UN number or ID number UN3264
Proper shipping name Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride solution, Ferric chloride solution)
Transport hazard class(es) 8
Packing group III
Emergency Response Guide Number 154

TDG

Regulated
UN number or ID number UN3264
UN proper shipping name Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride solution, Ferric chloride solution)
Transport hazard class(es) 8
Packing group III

MEX

Notes **Contact manufacturer.**
Technical Name

IATA

Regulated
UN number or ID number UN3264
UN proper shipping name Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride solution, Ferric chloride solution)
Transport hazard class(es) 8
Packing group III
ERG Code 8L

IMDG

Regulated
UN number or ID number UN3264

UN proper shipping name	Corrosive liquid, acidic, inorganic, N. O. S. (Aluminum chloride solution, Ferric chloride solution)
Transport hazard class(es)	8
Packing group	III
EmS-No	F-A; S-B

15. Regulatory information

International Inventories

TSCA All ingredients are on the inventory or exempt from listing.

Chemical name	CAS No	US TSCA Inventory listing	US TSCA inactive/active designation
Water	7732-18-5	Present	Active
Trade secret	-	Present	Active
Trade secret	-	Present	Active

DSL/NDSL All ingredients are on the DSL inventory or exempt from listing. None of the ingredients are on the NDSL inventory.

EINECS/ELINCS All ingredients are on the EINECS inventory or are exempt from listing. None of the ingredients are on the ELINCS inventory.

ENCS All ingredients are on the inventory or exempt from listing.

IECSC All ingredients are on the inventory or exempt from listing.

KECL All ingredients are on the inventory or exempt from listing.

PICCS All ingredients are on the inventory or exempt from listing.

AICS All ingredients are on the inventory or exempt from listing.

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Trade secret	1000 lbs.	-	-	Present

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CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	Reportable Quantity (RQ)
Trade secret	1000 lbs.	-	RQ 1000 lbs. final RQ RQ 454 kg final RQ

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania
Trade secret	X	X	X
Trade secret	sn 1034	Present	Environmental Hazard

U.S. EPA Label Information

EPA Pesticide Registration Number Not applicable

16. Other information

<u>NFPA</u>	Health hazards 3	Flammability 0	Instability 0	Special hazards COR
<u>HMIS</u>	Health hazards 3	Flammability 0	Physical hazards 0	Personal protection B

Key or legend to abbreviations and acronyms used in the safety data sheet**Legend Section 8: Exposure controls/personal protection**

TWA	TWA (time-weighted average)	STEL	STEL (Short Term Exposure Limit)
Ceiling	Maximum limit value	*	Skin designation

Key literature references and sources for data used to compile the SDS

Agency for Toxic Substances and Disease Registry (ATSDR)
 U.S. Environmental Protection Agency ChemView Database
 European Food Safety Authority (EFSA)
 EPA (Environmental Protection Agency)
 Acute Exposure Guideline Level(s) (AEGL(s))
 U.S. Environmental Protection Agency Federal Insecticide, Fungicide, and Rodenticide Act
 U.S. Environmental Protection Agency High Production Volume Chemicals
 Food Research Journal
 Hazardous Substance Database
 International Uniform Chemical Information Database (IUCLID)
 Japan GHS Classification
 Australia National Industrial Chemicals Notification and Assessment Scheme (NICNAS)
 NIOSH (National Institute for Occupational Safety and Health)
 National Library of Medicine's ChemID Plus (NLM CIP)
 National Library of Medicine's PubMed database (NLM PUBMED)
 National Toxicology Program (NTP)
 New Zealand's Chemical Classification and Information Database (CCID)
 Organization for Economic Co-operation and Development Environment, Health, and Safety Publications

Organization for Economic Co-operation and Development High Production Volume Chemicals Program
Organization for Economic Co-operation and Development Screening Information Data Set
World Health Organization

Revision date 19-Jul-2021

Revision Note No information available.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypchlorite, 10-15% Solution		
Other means of identification			
SDS number	AUC-003		
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo		
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laudry sanitizer and agricultural/ aquacultural purposes		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 20 minutes. Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.
Environmental precautions	Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13. Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Chemical respirator with organic vapor cartridge and full facepiece. A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties**Appearance**

Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

7.52 °F (-13.6 °C)

Initial boiling point and boiling range

> 104 °F (> 40 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.18

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg
Skin corrosion/irritation	Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.	
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1	
Respiratory or skin sensitization		
Respiratory sensitization	Not expected to be a respiratory sensitizer.	
Skin sensitizer	Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.	
Germ cell mutagenicity	May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals. Not expected to be mutagenic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Sodium Hypochlorite (CAS 7681-52-9)		3 Not classifiable as to carcinogenicity to humans.
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.	
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.	
Aspiration toxicity	Not expected to be an aspiration hazard.	
Chronic effects	Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.	

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
<i>Acute</i>			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS (RQ = 100)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

This product does the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

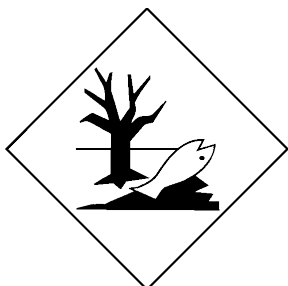
DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)	Listed.
Sodium Hypochlorite (CAS 7681-52-9)	Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)
 Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 03-15-2015
Version # 01
HMIS H: 3 F: 0 R: 1
NFPA H: 3 F: 0 R: 1



Certified to
NSF/ANSI 60

List of abbreviations

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average
Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

Disclaimer
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This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 1 of 6

Sodium Bisulfite

SECTION 1 : Identification of the substance/mixture and of the supplier

Product name : Sodium Bisulfite

Manufacturer/Supplier Trade name:

Manufacturer/Supplier Article number: S25536

Recommended uses of the product and uses restrictions on use:

Manufacturer Details:

AquaPhoenix Scientific
9 Barnhart Drive, Hanover, PA 17331

Supplier Details:

Fisher Science Education
15 Jet View Drive, Rochester, NY 14624

Emergency telephone number:

Fisher Science Education Emergency Telephone No.: 800-535-5053

SECTION 2 : Hazards identification

Classification of the substance or mixture:



Irritant

Acute toxicity (oral, dermal, inhalation), category 4

AcTox. Oral 4

Signal word :Warning

Hazard statements:

Harmful if swallowed

Precautionary statements:

If medical advice is needed, have product container or label at hand

Keep out of reach of children

Read label before use

Wash skin thoroughly after handling

Do not eat, drink or smoke when using this product

IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell

Rinse mouth

Dispose of contents and container as instructed in Section 13

Other Non-GHS Classification:

WHMIS

D2B



Safety Data Sheet
according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 2 of 6

Sodium Bisulfite

NFPA/HMIS



NFPA SCALE (0-4)

Health	2
Flammability	0
Physical Hazard	1
Personal Protection	X

HMIS RATINGS (0-4)

SECTION 3 : Composition/information on ingredients

Ingredients:		
CAS 7631-90-5	Sodium bisulfite	>90 %
Percentages are by weight		

SECTION 4 : First aid measures

Description of first aid measures

After inhalation: Move exposed to fresh air. Give artificial respiration if necessary. If breathing is difficult give oxygen. Loosen clothing and place exposed in a comfortable position.

After skin contact: Wash hands and exposed skin with soap and plenty of water. Seek medical attention if irritation persists or if concerned.

After eye contact: Immediately seek medical attention. Continue rinsing eyes during transport to hospital. Protect unexposed eye. Flush exposed eye gently using water for 15-20 minutes. Remove contact lenses while rinsing.

After swallowing: Immediately seek medical attention. Rinse mouth with water. Do not induce vomiting. Never give anything by mouth to an unconscious person.

Most important symptoms and effects, both acute and delayed:

Shortness of breath. Headache. Nausea. Dizziness. Sulfite compounds may cause a severe allergic reaction in sensitive individuals and some asthmatics. Irritation- all routes of exposure; Repeated or prolonged exposure may cause allergic reactions in sensitive individuals

Indication of any immediate medical attention and special treatment needed:

Upper Respiratory Tract irritation Eye irritation Skin irritation Not classifiable as a human carcinogen. If seeking medical attention provide SDS document to physician. Physician should treat symptomatically.

SECTION 5 : Firefighting measures

Extinguishing media

Suitable extinguishing agents: Use water, dry chemical, chemical foam, carbon dioxide, or alcohol-resistant foam. Substance is noncombustible; use agent most appropriate to extinguish surrounding fire

For safety reasons unsuitable extinguishing agents:

Special hazards arising from the substance or mixture:

Combustible dust formation is a risk. Reacts with most metals in presence of moisture to liberate extremely flammable hydrogen gas. During a fire, irritating and highly toxic gases may be generated by thermal decomposition or combustion. Substance is noncombustible

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 3 of 6

Sodium Bisulfite

Advice for firefighters:

Protective equipment: Wear protective eyewear, gloves, and clothing. Refer to Section 8.

Additional information (precautions): Wear respiratory protection. Avoid dust generation. Avoid inhaling gases, fumes, dust, mist, vapor, and aerosols. Avoid contact with skin, eyes, and clothing.

SECTION 6 : Accidental release measures

Personal precautions, protective equipment and emergency procedures:

Ensure adequate ventilation. Ensure that air-handling systems are operational.

Environmental precautions:

Should not be released into environment. Prevent from reaching drains, sewer, or waterway.

Methods and material for containment and cleaning up:

Pick up and arrange disposal without creating dust. Sweep up and shovel. Wear protective eyewear, gloves, and clothing. Refer to Section 8. Always obey local regulations. If necessary use trained response staff or contractor. Evacuate personnel to safe areas. Containerize for disposal. Refer to Section 13. Keep in suitable closed containers for disposal.

Reference to other sections:

SECTION 7 : Handling and storage

Precautions for safe handling:

Avoid dust generation. Combustible dust formation is a risk. Avoid contact with skin, eyes, and clothing. Follow good hygiene procedures when handling chemical materials. Refer to Section 8. Follow proper disposal methods. Refer to Section 13. Do not eat, drink, smoke, or use personal products when handling chemical substances.

Conditions for safe storage, including any incompatibilities:

Never allow product to get in contact with water during storage. Do not store near acids. Store in a cool location. Keep away from food and beverages. Protect from freezing and physical damage. Provide ventilation for containers. Keep container tightly sealed. Store away from incompatible materials.

SECTION 8 : Exposure controls/personal protection



Control Parameters:

7681-57-4, Sodium metabisulphite, STEL 5.000000 mg/m³ USA. ACGIH
7681-57-4, Sodium metabisulphite, TWA 5.000000 mg/m³ USA. NIOSH
7631-90-5, Sodium bisulfite, ACGIH TLV: 5 mg/m³ TWA
7631-90-5, Sodium bisulfite, NIOSH REL: 5 mg/m³ TWA

Appropriate Engineering controls:

Emergency eye wash fountains and safety showers should be available in the immediate vicinity of use or handling. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapor and mists below the applicable workplace exposure limits (Occupational Exposure Limits-OELs) indicated above.

Respiratory protection:

Not required under normal conditions of use. Where risk assessment shows air-purifying respirators are appropriate use a full-face particle respirator type N100 (US) or type P3 (EN 143) respirator cartridges as a backup to engineering controls. When necessary use NIOSH approved breathing equipment.

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 4 of 6

Sodium Bisulfite

Protection of skin:

Select glove material impermeable and resistant to the substance. Select glove material based on rates of diffusion and degradation. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Use proper glove removal technique without touching outer surface. Avoid skin contact with used gloves. Wear protective clothing.

Eye protection:

Face shield and safety glasses are appropriate eye protection. Wear equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166(EU). Safety glasses or goggles are appropriate eye protection.

General hygienic measures:

Perform routine housekeeping. Wash hands before breaks and immediately after handling the product. Avoid contact with skin, eyes, and clothing. Before reusing wash contaminated clothing.

SECTION 9 : Physical and chemical properties

Appearance (physical state,color):	White powder	Explosion limit lower: Explosion limit upper:	Not Determined Not Determined
Odor:	Sulfurous odor	Vapor pressure:	Not Determined
Odor threshold:	Not Determined	Vapor density:	Not Determined
pH-value:	4 - 5 (25% aq. sol.)	Relative density:	Not Determined
Melting/Freezing point:	150°C	Solubilities:	Soluble in water: Completely
Boiling point/Boiling range:	Not Determined	Partition coefficient (n-octanol/water):	Not Determined
Flash point (closed cup):	Not Determined	Auto/Self-ignition temperature:	Not Determined
Evaporation rate:	Not Determined	Decomposition temperature:	Not Determined
Flammability (solid,gaseous):	Not Determined	Viscosity:	a. Kinematic: Not Determined b. Dynamic: Not Determined
Density: Not Determined Specific Gravity: 1.480			

SECTION 10 : Stability and reactivity

Reactivity: Oxidizes when exposed to air. Contact with acid liberates gas. Moisture sensitive

Chemical stability: Oxidizes when exposed to air. Contact with acid liberates gas. Moisture sensitive.

Possible hazardous reactions: Reacts with most metals in presence of moisture to liberate extremely flammable hydrogen gas

Conditions to avoid: Incompatible materials. Dust generation. Exposure to moisture. Temperatures above 150°C.

Incompatible materials: Strong oxidizing agents, Strong acids. Aluminum

Hazardous decomposition products: Sulphur oxides, Sodium oxides

SECTION 11 : Toxicological information

Acute Toxicity:

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 5 of 6

Sodium Bisulfite

Oral:	7631-90-5	LD50 oral-rat: 2 gm/kg
Chronic Toxicity: No additional information.		
Corrosion Irritation: No additional information.		
Sensitization:	No additional information.	
Single Target Organ (STOT):	No additional information.	
Numerical Measures:	No additional information.	
Carcinogenicity:	No additional information.	
Mutagenicity:	No additional information.	
Reproductive Toxicity:	No additional information.	

SECTION 12 : Ecological information

Ecotoxicity Persistence and degradability: No information available.

Bioaccumulative potential: No information available.

Mobility in soil: No information available.

Other adverse effects: No information available.

SECTION 13 : Disposal considerations

Waste disposal recommendations:

Contact a licensed professional waste disposal service to dispose of this material. Dispose of empty containers as unused product. Product or containers must not be disposed together with household garbage. It is the responsibility of the waste generator to properly characterize all waste materials according to applicable regulatory entities (US 40CFR262.11). Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. Chemical waste generators must also consult local, regional, and national hazardous waste regulations. Ensure complete and accurate classification.

SECTION 14 : Transport information

UN-Number

3260

UN proper shipping name

CORROSIVE SOLID, ACIDIC, INORGANIC, N.O.S (SODIUM BISULFITE)

Transport hazard class(es)



Class:

8 Corrosive substances

Packing group:III

Environmental hazard:

Transport in bulk:

Special precautions for user:

SECTION 15 : Regulatory information

United States (USA)

Safety Data Sheet

according to 29CFR1910/1200 and GHS Rev. 3

Effective date : 02.11.2015

Page 6 of 6

Sodium Bisulfite

SARA Section 311/312 (Specific toxic chemical listings):

None of the ingredients is listed

SARA Section 313 (Specific toxic chemical listings):

None of the ingredients is listed

RCRA (hazardous waste code):

None of the ingredients is listed

TSCA (Toxic Substances Control Act):

All ingredients are listed.

CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act):

7631-90-5 Sodium bisulfite 5000 lbs.

Proposition 65 (California):

Chemicals known to cause cancer:

None of the ingredients is listed

Chemicals known to cause reproductive toxicity for females:

None of the ingredients is listed

Chemicals known to cause reproductive toxicity for males:

None of the ingredients is listed

Chemicals known to cause developmental toxicity:

None of the ingredients is listed

Canada

Canadian Domestic Substances List (DSL):

All ingredients are listed.

Canadian NPRI Ingredient Disclosure list (limit 0.1%):

None of the ingredients is listed

Canadian NPRI Ingredient Disclosure list (limit 1%):

7631-90-5 Sodium bisulfite

SECTION 16 : Other information

This product has been classified in accordance with hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations. Note: . The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by the use of this material. It is the responsibility of the user to comply with all applicable laws and regulations applicable to this material.

GHS Full Text Phrases:

Abbreviations and acronyms:

Effective date : 02.11.2015

Last updated : 03.19.2015

SECTION 4 – STANDARD PURCHASING DEFINITIONS

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

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

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

requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.

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

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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**

City Staff's recommendation for award 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.

13. BONDS

If this Solicitation requires submission of a bid guarantee and/or payment and performance bonds, there will be a separate section in the ITB document explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond, certified check or bank draft shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid. Respondents who are not awarded a contract are entitled to the return of their surety.

Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City with the Clerk of the Circuit Court, Volusia County, Florida., at the Contractor's sole cost and expense. 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.

14. CERTIFICATE OF INSURANCE

Upon notice of intent to award contract resulting from this solicitation, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

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

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

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

18. CONDUCT OF BIDDERS

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

19. CONE OF SILENCE

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

Exceptions to the Cone of Silence:

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

20. CONFLICT OF INTEREST

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

21. CONFLICT OF INSTRUCTIONS

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

22. CONTRACT

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

23. CONTRACT OBLIGATION

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

24. CONTRACT RENEWALS

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

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000) shall require City Council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

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

27. COST INCURRED BY BIDDER

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

28. DAMAGE

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

29. DEFAULT PROVISIONS

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

30. DELIVERY OF GOODS/SERVICES

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

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

31. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. DISCLOSURE OF CONFLICTS

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

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

33. DISQUALIFICATION OF BIDDER/PROPOSER

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

34. EXCEPTIONS TO SPECIFICATIONS

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

35. E-VERIFY

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

36. FACILITIES

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

37. FAILURE TO RESPOND

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

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

45. INDEMNIFICATION/HOLD HARMLESS

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

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

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

46. INDEPENDENT CONTRACTOR

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

47. INSPECTIONS AND TESTING

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

48. INSURANCE CANCELLATION

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

49. INSURANCE REQUIREMENTS

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

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

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

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

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

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Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Exhibit Form.	<table border="0"> <tr> <td><u>Contract Amount</u></td> <td><u>Limits</u></td> </tr> <tr> <td>Up to \$10 million</td> <td>Statutory/\$500,000</td> </tr> <tr> <td>\$10 - \$20 million</td> <td>Statutory/\$1,000,000</td> </tr> </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 Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
Additional Insurance Requirements									
☐	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> 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.						
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined</u>							
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000							
☐	Professional Liability/ Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000							
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>							
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.							
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.								
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.								

[Remainder of this page left intentionally blank]

50. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

51. IRREVOCABILITY OF RESPONSES

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

52. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

53. LEGAL REQUIREMENTS

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

54. LICENSES, PERMITS AND TAXES

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

55. LITERATURE (if applicable):

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

56. LOCAL PREFERENCE

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

57. MAINTENANCE

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

58. NAME BRANDS

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

59. NON-DISCRIMINATION

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

60. NON-EXCLUSIVITY OF CONTRACT

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

61. NON-PERFORMANCE:

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

62. NOTICE TO CONTRACTOR

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

63. OPTIONAL CONTRACT USAGE

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

64. OTHER AGENCIES

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

65. PATENTS/COPYRIGHTS

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

66. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

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

67. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

68. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

69. PRICING

The Bidder certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of one hundred twenty (120) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of one hundred twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one hundred twenty (120) 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. PROPRIETARY 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 bylaw.
- 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 one hundred twenty (120) 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 DISTRUBUTION

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

88. SEVERABILITY

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

89. SIGNATURE REQUIRED

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

90. SIGNED RESPONSE CONSIDERED AN OFFER

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

91. SILENCE OF SPECIFICATIONS

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

92. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City.

One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be unopened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

93. STATE LICENSING REQUIREMENTS

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

94. SUBCONTRACTING

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

95. SUPPLEMENTAL MATERIALS

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

96. TAXES

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

97. TERM CONTRACTS

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

98. TERMINATION CONVENIENCE – NOTICE

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

99. TERMINATION - NOTICE

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

contract. The Bidder shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

100. TITLE TRANSFER

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

101. UNBALANCED BID

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

102. USE OF SOLICITATION FORMS

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

103. VARIANCES

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

104. BIDDER'S PRODUCT OR SERVICES

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

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

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

105. WAIVER OF IRREGULARITIES

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

106. WARRANTIES

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

[Remainder of 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 one-hundred-twenty (120) days from the ITB opening date.

CONTRACT TERM:

Two hundred and seventy (270) days from notice to proceed for substantial completion and an additional ninety-five (95) days for final completion, not to exceed a total of three hundred and sixty-five (365) days for the term of the contract.

AWARD RECOMMENDATION:

It is the intent of the City to award a contract to the lowest responsive and responsible bidder as outlined in Section 3 and (Attachment 1) ITB Schedule of Unit Pricing.

TIME-LINE:

- A. **Notice of Award:** after bid opening and complete review of submitted bid information.
- B. **Notice to Proceed:** TBD by the using department.
- C. **Start Date and Time:** after Pre-Meeting.
- D. **Substantial Completion Time:** Not to exceed two hundred and seventy (270) days from the date of the Notice to Proceed.
- E. **Final Completion Time:** Not to exceed ninety-five (95) days from substantial completion time.
- F. **Total Completion Time:** Not to exceed three hundred and sixty-five (365) days from the date of the Notice to Proceed.

BID BONDS:

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total amount bid shall be submitted with each bid. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

PAYMENT & PERFORMANCE BONDS

The Bidder must be able to obtain both payment and performance bonds from a surety company licensed in Florida and must submit proof of their present bonding capacity with their bid submittal package in the form of a current (not older than 3 months) 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 their submittal package will be deemed non-responsive.

Upon award, the successful bidder will be required to furnish and pay for a Payment and Performance Bond equal to one-hundred percent (100%) of the contract amount to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. 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.

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 licenses, permits and fees as required by the State of Florida, the County and the City where the project is located. The Contractor shall include with your bid a copy of any valid

Occupational and Professional Licenses necessary to operate in the State of Florida, the County and the City where the project is located.

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.

WARRANTY:

The Contractor must provide a minimum three (3) year warranty for all parts and labor and a minimum one (1) year warranty for all materials and workmanship associated with the project. Warranty period begins from the time the City issues its final acceptance certificate for the project. The three (3) year warranty shall cover all necessary equipment and replacement parts resulting from faulty or inadequate equipment design, leakage, breakage or other failure of all equipment and components by the manufacturer.

WORKING HOURS:

Working hours are Monday thru Friday from 8:00 am to 5:00 pm. Any work performed outside those hours shall be approved in advance by the City. No work is to be performed on holidays.

SAFETY:

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

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.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. The Contractor must clean up the work site on a daily basis. All tanks removed from City property and debris must be disposed of using licensed landfills in conformance with all ordinances, and/ or applicable laws.

[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 – List of Subcontractors
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Form 7.11 – E-Verify Affidavit
- _____ Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- _____ Form 7.13 – No Submittal Response Form
- _____ Attachment 1 – Schedule of Unit Pricing
- _____ Current Bonding Capacity Letter (as outlined in Section 6)
- _____ Copy of Licenses (Florida Certified General Contractor, Sunbiz, etc.)
- _____ Bid Bond
- _____ 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 ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day 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 ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am 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 the 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

Name of Business

Mailing Address

Authorized Signature

City, State & Zip Code

Printed Name and Title

Telephone Number

Federal Identification No.

E-mail Address

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ Is personally know 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 7.3 – 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, Specification and any other documents accompanying or made a part of this ITB.

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 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.

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ Is personally know 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 are equal with respect to price, quality and service are received by the City for 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 a 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 the 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 the 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 an 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

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ Is personally know 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 ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

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

(Draw a line through paragraph 7 if paragraph 6 above applies)

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one hundred twenty (120) 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, question 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 SHET & 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, form or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

STATE OF: _____

COUNTY OF: _____

Name of Business

Authorized Signature

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2022, by _____ and who:

☐Is personally know to me; or ☐has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

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

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE COMMERCIAL CLIENT LIST

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

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

1. Contact Name: _____

Phone: _____

Current Client: ☐Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐Yes ☐ No

Number of years of service provided: _____

Description of service: _____

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 Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

This document must be completed and returned with your submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# (as applicable): _____

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City, State, Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐ Headquarters ☐ Principal Place of Business

Within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****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 bid or proposal 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

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ Is personally know 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



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

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

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ 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 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions (To be completed by Prime Contractor)

1. The prospective 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 and Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted for had a civil judgement 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 statement 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 and Title of Authorized Representative

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 #22-15 CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no response”.

- ☐ Specifications “too tight” or geared toward on 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

CITY OF PORT ORANGE

ITB #22-15

CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

ITEM #	DESCRIPTION	NAME OF MANUFACTURER	QTY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	5,500 GALLON HDLPE TANK 120" DIAMETER AND 132" HEIGHT		4	EA	\$ -	\$ -
2	1,050 GALLON HDLPE TANK 119" DIAMETER AND 141" HEIGHT		2	EA	\$ -	\$ -
3	1,050 GALLON HDLPE TANK 72" DIAMETER AND 87" HEIGHT		2	EA	\$ -	\$ -
					TOTAL BID PRICE:	\$ -
Extended parts and labor warranty beyond the required three (3) year minimum for a period of:			TIME			
Extended materials and workmanship warranty beyond the required one (1) year minimum for a period of:			TIME			

BID BOND

Bond No.:

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

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

Project Name/Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations 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 _____, 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 the original bid bond and financial statement of Surety Company).

PRINCIPAL:

ATTEST:

Signature

Signature

Corporate Officer & Title

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

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

STATE OF _____

COUNTY OF _____

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

Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

END OF BID BOND

This document must be completed and returned with your Submittal

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

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

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Legal Description: _____

Front Page

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

Bond No. _____

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

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

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND** _____ **/100 DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for _____, 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 shall be deemed an original, this _____, day of _____, 2020.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

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

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

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

State of _____

County of _____

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

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

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

My Commission Expires: _____

Notary Public

Notary Public Printed Name



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. **If the contract is for goods include the following:** Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the **Purchase Order(s) or Notice to Proceed** issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit " " attached hereto, subject to a limit up to but not to exceed \$. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	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 Form Exhibit.	<table><tr><th>Contract Amount</th><th>Limits</th></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	Contract Amount	Limits	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.
Contract Amount	Limits										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<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>	<u>Limits:</u> 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	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

20. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is

equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

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

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

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

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

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

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

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision

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

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

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

Copy to: City of Port Orange
Attention: [REDACTED]
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-[REDACTED]

Contractor: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CITY OF PORT ORANGE - STANDARD CONTRACT FOR SERVICES (CA)

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

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:



Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

CITY OF PORT ORANGE

By: _____

Wayne Clark, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____



End of Solicitation Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2022

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 Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	CONTACT NAME: Brian Ludwig PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: certificateslakeland@stahlinsurance.com																					
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Illinois Union Insurance Co</td><td>27960</td></tr><tr><td>INSURER B:</td><td>ACE American Insurance Co</td><td>22667</td></tr><tr><td>INSURER C:</td><td>Zenith Insurance Company</td><td>13269</td></tr><tr><td>INSURER D:</td><td>Colony Insurance Co</td><td>39993</td></tr><tr><td>INSURER E:</td><td>Hamilton Insurance DAC</td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Illinois Union Insurance Co	27960	INSURER B:	ACE American Insurance Co	22667	INSURER C:	Zenith Insurance Company	13269	INSURER D:	Colony Insurance Co	39993	INSURER E:	Hamilton Insurance DAC		INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** Oct 2022 - Master Liab**REVISION NUMBER:**

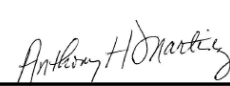
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 ☒ Per Project applies by written contract GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: XCU, Contractual	Y	Y	G24092975014	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000	
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Hired PD	Y		H08450377014	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000	
A/D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			G24092987014 / EXO4266669	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	Z066828618	01/01/2022	01/01/2023	☒ 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	Pollution Liability (\$5k Ded) Professional Liability (\$25k Ded)			G24092975014	10/01/2022	10/01/2023	Each Poll Condition Agg \$1,000,000 Each Prof Occurrenc Agg \$1,000,000 retro Date: 10/1/2009	

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

Insurer E: Hamilton Insurance DAC - Policy # ENVXSHI279494, Eff 10/1/22 to 10/1/23, Excess Liability Limit: \$1,000,000 excess \$4,000,000
When required by written contract: City of Port Orange is an Additional Insured including ongoing and completed operations as respects General Liability and additional insured on the auto liability; Waiver of Subrogation applies as respects General Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City Of Port Orange 1000 City Center Circle Port Orange FL 32119	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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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: Odyssey Manufacturing Co.

Signature of Owner/Officer: [Signature]

Title: General Manager Date: 2-1-2023

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

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

State of Florida
County of Hillsborough

I, Patrick A. Allman, 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 Odyssey Manufacturing Co Company, under the terms of Policy Number 2066828619 for a period from January 1st, 2023 to December 31, 2023

WITNESS:

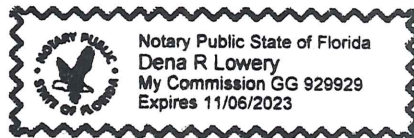
By: [Signature]
Name: Justine Maville

CONTRACTOR:

Company: Odyssey Manufacturing Co.
By: [Signature]
Name/Title: General Manager

Sworn to and subscribed before me this 1 day of 2 2023.

My Commission Expires: 11/6/23 [Signature]
Notary Public



Dena R Lowery
Notary Public Printed Name

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, question may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Bidder: Odyssey Manufacturing Company
- B. Permanent main office address: 1484 Massaro Blvd., Tampa, FL 33619
- C. Date organized: May 1998
- D. If a corporation, where incorporated: Delaware
- E. How many years have you been engaged in the business under your present firm or trade name? 25 yrs.
- 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: Chemical Supplier, Tank & Chemical Feed Systems Installations
- 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 SHET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: See attached list
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ 100 million
- O. Give bank name, contact name and phone number: Bank of America, Jennifer Arrowsmith 813/225-7545
- 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, form or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

STATE OF: Florida

COUNTY OF: Hillsborough

Odyssey Manufacturing Company
Name of Business

[Signature]
Authorized Signature

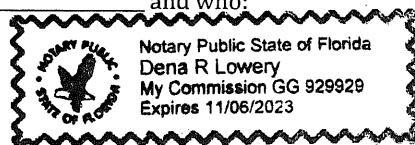
Patrick Allman, General Manager
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of January, 2023, by Patrick Allman and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration: 11/6/23



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Sarasota
Contact Person: Verne Hall
City, State: Sarasota, Florida
Telephone Number: 941/661-1347
Email Address: verne.hall@sarasotaf1.gov
Description of goods/services provided: Install new Sodium Hypochlorite and Sodium Hydroxide systems.
Contract Amount: \$388,400.00
Start/End Date of Contract: Expected to be completed Feb. 2023.
2. Company Name: City of Pompano Beach
Contact Person: Phil Hyer
City, State: Pompano Beach, Florida
Telephone Number: 954/545-7030
Email Address: phil.hyer@copbfl.com
Description of goods/services provided: Design/Build new Ammonium Sulfate System to replace existing anhydrous Ammonia system for the City of Pompano Beach WTP.
Contract Amount: \$87,910.00
Start/End Date of Contract: Completed Oct. 2020
3. Company Name: Brevard County
Contact Person: Matt Prendergast
City, State: Melbourne, Florida
Telephone Number: 321/449-6620
Email Address: Matthew.Prendergast@brevardfl.gov
Description of goods/services provided: Redesign and replaced two existing 500-gallon tanks with three 1,050-gallon tanks at the Brevard County North County WTP.
Contract Amount: \$41,500
Start/End Date of Contract: Completed Jan. 2022

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

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

1. Contact Name: Verne Hall, City of Sarasota

Phone: 941/661-1347

Current Client: ☒ Yes ☐ No

Number of years of service provided: 20

Description of service: Chemical Sales, Chemical Equipment Supply +
Replacement

2. Contact Name: Phil Hyer, City of Pompano Beach

Phone: 954/809-5600

Current Client: ☒ Yes ☐ No

Number of years of service provided: 12

Description of service: Chemical Sales, Chemical Equipment Supply + Replacement

3. Contact Name: Matt Prendergast, Brevard County

Phone: 321/449-6620

Current Client: ☒ Yes ☐ No

Number of years of service provided: 20

Description of service: Chemical Sales, Chemical Equipment Supply +
Replacement

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 Representative.** Bidder shall attach additional sheets as necessary. *NONE*

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

**REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING****CITY OF PORT ORANGE****ITB #22-15****CHEMICAL TANK REPLACEMENTS AT WATER TREATMENT FACILITIES****Completed REVISED (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission**

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

NAME OF BUSINESS:	Odyssey Manufacturing Co.
CONTACT PERSON:	Patrick H. Allman
EMAIL ADDRESS:	pallman@odysseymanufacturing.com
AUTHORIZED SIGNATURE:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SPECIFICATIONS

ITEM #	DESCRIPTION	NAME OF MANUFACTURER	QTY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	5,500 GALLON HDLPE TANK 120" DIAMETER AND 132" HEIGHT (2 to be installed at Water Treatment Facility and 2 to be installed at Water Reclamation Facility) <u>All 4 tanks will contain sodium hypochlorite.</u>	Snyder Industries	4	EA	\$ 29,000.00	\$ 116,000.00
2	5,500 GALLON HDLPE TANK 119" DIAMETER AND 141" HEIGHT (Both to be installed at Water Reclamation Facility) <u>Both tanks will contain glycerin.</u>	Assmann Tanks	2	EA	\$ 39,000.00	\$ 78,000.00
3	1,050 GALLON HDLPE TANK 72" DIAMETER AND 87" HEIGHT (Both to be installed at Water Reclamation Facility) <u>Both tanks will contain sodium bisulfite.</u>	Assmann Tanks	2	EA	\$ 14,500.00	\$ 29,000.00
TOTAL BID PRICE:						\$ 223,000.00

Extended parts and labor warranty beyond the required three (3) year minimum for a period of:	TIME	0
Extended materials and workmanship warranty beyond the required one (1) year minimum for a period of:	TIME	0



November 14, 2022

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on November 14, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of November, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BOULEVARD
ADDRESS TAMPA, FL 336190000

2022 - 2023

Paid 21-0-494501
07/10/2022 160.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

BUSINESS COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME COGDILL MICHAEL J
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

Paid 21-0-494501
07/10/2022 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

BUSINESS WING DAVID ALBERT
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME WING DAVID ALBERT
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

Paid 21-0-494501
07/10/2022 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

COGDILL, MICHAEL J

ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619

LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WING, DAVID ALBERT

ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776

LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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FORM 7.7 – STATEMENT OF QUALIFICATIONS

ITB #22-15: CITY OF PORT ORANGE CHEMICAL TANK REPLACEMENT AT WATER TREATMENT FACILITIES

K. List Major Equipment currently owned or leased:

Forty-Eight Tractors

Fifty Chemical Tankers

Three Low Boy Trailers

Twelve Service Trucks

Four Trailers

1 – 10K Lull

1 – 6K Lull

1 – Mini-Excavator

1 - Skidsteer

A handwritten signature in black ink, appearing to be "JL GM", is written on the page.

BIDDER: Odyssey Manufacturing Co.

PROJECT NAME: City of Port Orange Chemical Tank Replacement at Water Treatment Fac.

PROJECT NO.: ITB#22-15

The following "major" chemical system projects were completed by Odyssey Manufacturing Co. over the past ten years. Odyssey performed over one thousand smaller chemical system projects during this same period and countless amounts of chemical system service work. We have listed one hundred sixty-five (165) major projects during this period. In 146 of the 165, we served as the primary contractor (we work as a subcontractor for the chemical systems on many projects but only listed a handful) and we have shown 112 projects where we had design responsibility and did the FDEP permitting. During this period, Odyssey installed over 500 bulk sodium hypochlorite systems, 40 ammonium sulfate systems, 3 ammonium hydroxide systems, 3 anhydrous ammonia systems, 4 lime slaker systems, 2 carbon dioxide systems, 25 caustic systems, 25 HFS systems, 20 aluminum sulfate systems, 20 corrosion inhibitor systems, 15 sulfuric acid systems, 35 polymer systems, 2 muriatic acid systems and 9 on-site sodium hypochlorite generation (OSHG) systems. Additionally, Odyssey has installed over 1,000 temporary chemical systems (including over 500 hundred temporary sodium hypochlorite systems) during this period. We have also installed tank mixers in over twenty-five Ground Storage Tanks (including three elevated storage tanks), THM removal systems in five Ground Storage Tanks and residual control systems at ten Booster Stations. We have also furnished and installed biological odor control systems at over thirty sites in Florida.

1) Owner: Cedar Key Utilities

Project Title: Wastewater Treatment Plant Sodium Hypochlorite and Sodium Bisulfite Conversions

Owner's Representative: James McCain (james@ckwater.org)

Chief Operator

Ph.: 352/543-5285

Cell: 352/949-0603

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$4,950

Completion Date: October 2004

2) Owner: Cedar Key Utilities

Project Title: Water Treatment Plant Sodium Hypochlorite Conversion

Owner's Representative: James McCain (james@ckwater.org)

Chief Operator

Ph.: 352/543-5285

Cell: 352/949-0603

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$6,450

Completion Date: October 2004

3) Owner: Town of Lake Placid

Project Title: Sodium Hypochlorite Conversions for Two Water Plants

Owner's Representative: Gary Freeman (gary_freeman@mylakeplacid.org)

Utilities Director

Ph.: 863/ 699-3747

Cell: 863/ 441-2014

Engineer: Envisors

Contractor: Flow Line, Inc.

Contract Amount: \$ 78,625.74

Completion Date: March 2008

4) Owner: City of Lake Wales

Project Title: Sodium Hypochlorite Conversions for Three Water Plants

Owner's Representative: Holly Britt (holbritt@cityoflakewales.com)

Water Operations Superintendent

Ph.: 863/ 678-4182, Ext. 249

Cell: 863/ 528-7639

Engineer: Odyssey Manufacturing Co. (Three FDEP Permits)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$130,740

Completion Date: April 2008

5) Owner: Citrus County

Project Title: Sodium Hypochlorite Conversions for Four Plants

Owner's Representative: Gary Loggins (gloggins@bocc.citrus.fl.us)

Utilities Operations Manager

Ph.: 352/ 527-7650

Cell: 352/ 302-6152

Engineer: Odyssey Manufacturing Co. (Four FDEP Permits)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 198,000

Completion Date: August 2008

6) Owner: City of Arcadia

Project Title: Water Plant Sodium Hypochlorite and Ammonium Sulfate Conversion

Owner's Representative: Larry Johnson (lballion@arcadia-fl.gov)

Lead Water Operator

Ph.: 863/ 494-1626

Cell: 863/ 244-1562

Engineer: Boyle Engineering (now AECOM)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 206,613

Completion Date: September 2008

7) Owner: TOHO Water Authority

Project Title: Design, Construction and Permitting of Chloramine System for Harmony WTP
(Sodium hypochlorite and ammonium sulfate systems)

Owner's Representative: Bobby Bennett (bbennett@tohowater.com)

Lead Water Operator

Ph.: 407/ 390-9107

Cell: 407/ 908-4905

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 86,250

Completion Date: October 2008

8) Owner: City of Cocoa

Project Title: Sodium Hypochlorite Tank Replacement

Owner's Representative: Don Stevens (dstevens@cocoafl.org)

WWTP Superintendent

Ph.: 321/ 433-8744

Cell: 407/ Unknown

Engineer: Odyssey Manufacturing Co. (FDEP Notification Only)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 44,800

Completion Date: November 2008

9) Owner: City of Boca Raton

Project Title: On-Site Sodium Hypochlorite Generation Equipment Replacement Project (Bid No. 2008-048)

Owner's Representative: Norm Wellings (nwellings@ci.boca-raton.fl.us)

Utilities Operations Manager

Ph.: 561/ 338-7322

Cell: 561/ 239-3071

Engineer: Odyssey Manufacturing Co. (FDEP Notification Only)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 143,200

Completion Date: February 2009

10) Owner: City of Largo

Project Title: Sodium Hypochlorite Booster Station Conversion Projects

Owner's Representative: David Black (dblack@largo.com)

Trades Foreman - Reuse

Ph.: 727/ 507-4463

Cell: 727/ 439-8428

Engineer: Odyssey Manufacturing Co. (Two FDEP Permits)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 34,200

Completion Date: May 2009

11) Owner: Lee County

Project Title: Waterway Estates WTP - Fluoride Injection System Project

Owner's Representative: Gary Waters (gwaters@leegov.com)

WTP Chief Operator

Ph.: 239/ 997-1861

Cell: 239/ 357-0056

Engineer: Stantec

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 107,772.82

Completion Date: June 2009

12) Owner: City of Avon Park

Project Title: Wastewater Treatment Plant Sodium Hypochlorite System Conversion Project

Owner's Representative: Jim Bedingfield (jbedingfield@avonpark.cc)

WWTP Superintendent

Ph.: 863/ 452-4426

Cell: 863/ 449-0610

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 34,240

Completion Date: September 2009

13) Owner: City of Cocoa

Project Title: Weewahoottee Wellfield Sodium Hypochlorite Conversion Project

Owner's Representative: Troy Howell (thowell@cocoafll.org)

Water Treatment Plant Superintendent

Ph.: 321/ 635-7772

Cell: 321/ Unknown

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 160,000

Completion Date: September 2009

14) Owner: Town of Longboat Key

Project Title: Longboat Key South Key Pump Station Modifications (Furnished and Installed Sodium Hypochlorite and Ammonium Sulfate Systems)

Owner's Representative: Brad "Doc" Walker (bwalker@longboatkey.org)

Water Quality Specialist

Ph.: 941/ 316-1988

Cell: 941/ 650-5271

Engineer: Camp, Dresser & McKee

Contractor: TLC Diversified

Contract Amount: \$ 40,000

Completion Date: May 2010

15) Owner: Immokalee Water & Sewer District

Project Title: Water Treatment Plant Sodium Hypochlorite and Ammonium Sulfate Conversion Project

Owner's Representative: Jerry Warden (jerrywarden@iw-sd.com)

Utility Superintendent

Ph.: 239/ 658-3631

Cell: 239/ Unknown

Engineer: AECOM

Contractor: MAJ Contracting, Inc.

Contract Amount: \$ 232,140

Completion Date: June 2010

16) Owner: City of Palm Coast

Project Title: WTP #1 Chemical Storage and Pumping (Sulfuric Acid and Ammonium Sulfate Systems)

Owner's Representative: Mary Kronenberg, P.E. (mkronenberg@ci.palm-coast.fl.us)

Project Manager

Ph.: 407/ 986-2306

Cell: 407/ 931-6348

Engineer: CPH Engineers

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$128,800

Completion Date: August 2010

17) Owner: Miccosukee Indian Tribe

Project Title: WTP Sodium Hypochlorite Conversion

Owner's Representative: Guy Barrett (gbarrett@jjgservices.com)

Utility Superintendent

Ph.: 305/ 223-8380, Ext. 2275
Cell: 786/ 258-1794
Engineer: Craig A. Smith and Associates, Inc.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$89,554
Completion Date: October 2010

- 18) Owner: Orlando Utilities Commission (OUC)
Project Title: Brine Concentrate Sodium Hypochlorite Conversion
Owner's Representative: Alan Planeta, P.E. (aplaneta@ouc.com)
Operations Manager
Ph.: 407/ 658-6444, Ext. 43091
Cell: 407/ 579-4837
Engineer: Odyssey Manufacturing Co. (None Required)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$67,600
Completion Date: January 2011

- 19) Owner: City of West Palm
Project Title: Bulk Hypochlorite Storage and Feed System (Sodium Hypochlorite System)
Owner's Representative: Daniel Roberge, P.E. (droberge@wpb.org)
Engineering Services, 4th Floor
401 Clematis Street, PO Box 3366
West Palm Beach, FL 33402
Ph.: 561/ 494-1088
Fax: 561/ 659-7458
Cell: 561/ 644-7427
Engineer: Jacobs Engineering
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$1,571,477.50
Completion Date: April 2011

- 20) Owner: Hillsborough County
Project Title: Additional Ammonia Tanks and Roof Replacement Project (Aqueous Ammonia System)
Owner's Representative: Bill Bozeman (Bozemanw@hillsboroughcounty.org)
Ph.: 813/ 272-5977, Ext. 43331
Cell: 813/ Unknown
Engineer: McKim and Creed Engineering
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$342,392
Completion Date: April 2011

- 21) Owner: City of West Palm
Project Title: Corrosion Control System
Owner's Representative: Rolando Nigaglioni, P.E. (migaglioni@cityofpsl.com)
Ph.: 561/ 494-1086
Cell: 561/ 628-9442
Engineer: Jacobs Engineering
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$179,523.03
Completion Date: May 2011
- 22) Owner: Sarasota County
Project Title: T. Mabry Carlton WTF Liquid Ammonium Sulfate System
Owner's Representative: Jim Conley (jconley@scgov.net)
Water Operations Manager
Ph.: 941/ 494-1088
Cell: 941/ 650-9162
Engineer: Stantec
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$312,523.02
Completion Date: May 2011
- 23) Owner: Progress Energy
Project Title: Anclote Power Plant Sodium Hypochlorite, Sodium Bisulfite and Bromine Systems
Owner's Representative: Suzanne Hamilton (suzanne.hamilton@pgnmail.com)
Chemistry Manager
Ph.: 727/ 943-3001
Cell: 407/ Unknown
Engineer: Odyssey Manufacturing Co. (None Required)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$110,000
Completion Date: May 2011
- 24) Owner: Town of Longboat Key
Project Title: Longboat Key Mid-Key Pump Station (Furnished and Installed Sodium Hypochlorite and Ammonium Sulfate Systems)
Owner's Representative: Brad "Doc" Walker (bwalker@longboatkey.org)
Water Quality Specialist
Ph.: 941/ 316-1988
Cell: 941/ 650-5271
Engineer: Camp, Dresser & McKee
Contractor: RTD Construction

Contract Amount: \$ 85,123

Completion Date: May 2011

25) Owner: Dunes Community Development District

Project Title: WTP and WWTP Sodium Hypochlorite Conversions

Owner Representative: Tim Sheehan, P.E. (tsdcdd@bellsouth.net)

Utilities Director

Ph.: 386 / 445-9045

Cell: 386 / 569-8543

Engineer: Odyssey Manufacturing Co. (Two FDEP Permits)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$79,200

Completion Date: August 2011

26) Owner: City of Altamonte Springs

Project Title: Wastewater Treatment Plant Sodium Hypochlorite and Sodium Bisulfite Conversions

Owner's Representative: Jay Diceglie, P.E. (jguiffreda@altamonte.org)

Director of Engineering

Ph.: 407/ 571-8338

Cell: 407/ 383-7462

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$125,100

Completion Date: August 2011

27) Owner: Orlando Utilities Commission (OUC)

Project Title: Cooling Towers Sodium Hypochlorite Conversions (Main Unit/CCB)

Owner's Representative: Alan Planeta, P.E. (aplaneta@ouc.com)

Operations Manager

Ph.: 407/ 658-6444, Ext. 43091

Cell: 407/ 579-4837

Engineer: Odyssey Manufacturing Co. (None Required)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$130,000 / \$41,600

Completion Date: August 2011

28) Owner: Progress Energy (now Duke Energy)

Project Title: North Water Treatment Plant Sodium Hypochlorite Conversion

Owner's Representative: Nick Maltese, Jr. (nick.maltese@pgnmail.com)

Crystal River Maintenance Manager

Ph.: 352/ 563-2943

Cell: 352/ 464-7511

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$44,573

Completion Date: September 2011

29) Owner: Bonita Springs Utilities

Project Title: On-Site Sodium Hypochlorite Generation System Upgrade

Owner's Representative: Andy Koebel, P.E. (akoebel@bsu.com)

Director of Operations

Ph.: 239/ 390-4820

Cell: 239/ 872-3514

Engineer: Odyssey Manufacturing Co. (FDEP Notification Only)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$175,000

Completion Date: October 2011

30) Owner: Cutrale Citrus

Project Title: WWTF Re-Use System Sulfuric Acid System

Owner's Representative: Ed Priest (epriest@cutrale.com)

Maintenance Supervisor

Ph.: 863/ 965-5000

Cell: 352/ 267-9941

Engineer: Odyssey Manufacturing Co. (None Required)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$46,000

Completion Date: October 2011

31) Owner: Collier County

Project Title: South County WRF Bleach Storage and Feed Facility (Sodium Hypochlorite System)

Owner Representative: Oscar Martinez (oscarmartinez@colliergov.net)

Senior Project Manager

Ph.: 239/252-6214

Cell: 239/ 580-9380

Engineer: Hole Montes

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$537,647

Completion Date: January 2012

32) Owner: City of Maitland

Project Title: Water Treatment Plant #4, #5, #6 Sodium Hypochlorite Conversions

Owner's Representative: Tom Thorne (tthorne@itsmymaitland.com)

Water Plant Chief Operator

Ph.: 407/ 875-2115

Cell: 407/ 448-3691

Engineer: Odyssey Manufacturing Co. (Three FDEP Permits)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$172,649

Completion Date: January 2012

33) Owner: City of West Palm

Project Title: Aqua Ammonia Chemical Feed and Storage System

Owner's Representative: Rolando Nigaglioni, P.E. (migaglioni@cityofpsl.com)

Ph.: 561/ 494-1086

Cell: 561/ 628-9442

Engineer: MWH / Global Tech

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$614,181.28

Completion Date: February 2012

34) Owner: Indian River County

Project Title: South Reverse Osmosis Plant Chemical System Upgrade (Caustic, Corrosion Inhibitor, Sulfuric Acid, HFS, Anti-scalant system upgrades)

Owner's Representative: Mike Vernon (mvernon@irc.gov)

Water Treatment Superintendent

Ph.: 772/ 770-5068

Cell: 772/ Unknown

Engineer: Odyssey Manufacturing Co. (FDEP Notification)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 132,040

Completion Date: February 2012

35) Owner: Town of Lake Hamilton

Project Title: New Water Treatment Plant (Sodium Hypochlorite, Sulfuric Acid and Corrosion Inhibitor Systems)

Owner's Representative: Harvey Sims (pwlakehamilton@yahoo.com)

Utility Superintendent

Ph.: 863/ 439-1910

Cell: 863/ 651-6062

Engineer: Envisors

Contractor: Odyssey Manufacturing Co. (Vogel Brothers)

Contract Amount: \$ 91,440

Completion Date: March 2012

36) Owner: TOHO Water Authority

Project Title: South Bermuda Water WRF Sodium Hypochlorite Conversion

Owner's Representative: Roger Bihl (rbihl@tohowater.com)

Waste Water Plant Superintendent

Ph.: 407/ 944-5077

Cell: 407/ 709-7111

Engineer: Hydro SC

Contractor: Odyssey Manufacturing Co. (Wharton-Smith)

Contract Amount: \$208,050

Completion Date: September 2012

37) Owner: Hillsborough County

Project Title: Chemical Feed Systems Rehabilitation Project (CIP 10195) (Sodium Hypochlorite, Alum and Sodium Bisulfite Systems Installation/Conversion)

Owner's Representative: Al Martini, P.E. (martinia@hillsboroughcounty.org)

Project Manager

Ph.: 813/ 272-5977, Ext. 43349

Cell: 813/ Unknown

Engineer: Parsons Engineering

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 1,312,172

Completion Date: October 2012

38) Owner: Desoto County

Project Title: South Booster Station Conversion – Bid No. 12-07-00ITB (Sodium Hypochlorite and Ammonium Sulfate Retrofits)

Owner's Representative: Mike Vuolo (m.vuolo@desotobocc.com)

Chief Water Operator

Ph.: 863/ 491-7500

Cell: 863/ 990-4976

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$39,900

Completion Date: October 2012

39) Owner: City of Port Orange

Project Title: Port Orange WTP Ammonia Conversion

Description: Designed, installed and permitted ammonium sulfate system to replace anhydrous ammonia system for the City of Port Orange Water Treatment Plant.

Owner's Representative: Steve Miller (stmiller@port-orange.org)

Water Plant Manager

Ph.: 386/ 756-5380

Cell: 386/ 295-4735
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 56,200
Completion Date: November 2012

40) Owner: Hillsborough County
Project Title: Falkenberg AWWTP Sodium Hypochlorite System Upgrade
Owner's Representative: Katherine McAuliffe, P.E. (mcauliffek@hillsboroughcounty.org)
Project Manager
Ph.: 813/ 272-5977, Ext. 43342
Cell: 813/ Unknown
Engineer: Odyssey Manufacturing Co. (FDEP Notification)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 68,600
Completion Date: October 2012

41) Owner: City of Melbourne
Project Title: Sodium Hypochlorite Feed System Conversion Work (ITB-07-083-0-2012)
Owner's Representative: Harold Nantz, P.E. (hnantz@melbourneflorida.org)
Assistant Public Works and Utility Director
Ph.: 321/ 674-5761, Ext. 5762
Cell: 321/ 288-3591
Engineer: Odyssey Manufacturing Co. (FDEP Permit)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 365,318.50
Completion Date: February 2013

42) Owner: Bonita Springs Utilities
Project Title: Ammonium Sulfate Conversion
Owner's Representative: Andy Koebel, P.E. (akoebel@bsu.com)
Director of Operations
Ph.: 239/ 390-4820
Cell: 239/ 872-3514
Engineer: Odyssey Manufacturing Co. (FDEP Permit)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 92,000
Completion Date: March 2013

43) Owner: City of Plant City
Project Title: Installation of Fluoride Systems at Four Water Plants
Owner's Representative: Frank Coughenhour, P.E. (fcoughenhour@plantcitygov.com)

Director of Utilities
Ph.: 813/ 757-9191
Cell: 813/ Unknown
Engineer: Jones Edmunds
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 380,645
Completion Date: March 2013

44) Owner: City of Dade City
Project Title: WWT Modifications - Sodium Hypochlorite Conversion
Owner's Representative: Jeff Lanphere (jlanphere@dadecityfl.com)
Utilities Manager
Ph.: 352/ 523-5054
Cell: 239/ Unknown
Engineer: Baskerville Donovan
Contractor: Vogel Brothers
Contract Amount: \$ 62,500
Completion Date: May 2013

45) Owner: Town of Longboat Key
Project Title: Potable Water Storage Tank Mixer (for Mid-Key and South Booster Stations)
Owner's Representative: Brad "Doc" Walker (bwalker@longboatkey.org)
Water Quality Specialist
Ph.: 941/ 316-1988
Cell: 941/ 650-5271
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 119,500
Completion Date: August 2013

46) Owner: JEA
Project Title: Arlington East WRF Micro C Chemical System Installation Project
Owner's Representative: Charles Stevens (stevcm@jea.com)
Plant Manager
Ph.: 904/ 665-5825
Cell: Unknown
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 22,727
Completion Date: June 2014 (Project was completed in 30 days because of consent order)

47) Owner: Tampa Bay Water

Project Title: Cypress Creek Chemical System Rehabilitation Project (Sodium Hypochlorite System Upgrade)

Owner's Representative: Don Howard (dhoward@tampabaywater.org)

Project Manager

Ph.: 727/ 796-2355

Cell: 813/ 929-4565

Engineer: Arcadis

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 615,000

Completion Date: November 2014 (Project was completed in December 2013 – extended for additional work in Ammonia Building)

48) Owner: City of Dunedin

Project Title: RO WTP Replacement of Bulk Chemical Storage Tanks

Owner's Representative: Joseph Golbach, P.E. (jgolbach@dunedinfl.net)

City Engineer

Ph.: 727/ 298-3186

Cell: 727/ Unknown

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 213,101

Completion Date: February 2014

49) Owner: City of Boca Raton

Project Title: On-Site Sodium Hypochlorite Generation Systems Upgrade for WTP and WWTP

Owner's Representative: Norm Wellings (nwellings@ci.boca-raton.fl.us)

Utilities Operations Manager

Ph.: 561/ 338-7322

Cell: 561/ 239-3071

Engineer: Hazen and Sawyer

Contractor: Wharton Smith

Contract Amount: \$ 3,000,000 (Ballpark Amount – Actual Amount Confidential)

Completion Date: March 2015

50) Owner: City of Punta Gorda

Project Title: City of Punta Gorda Bal Harbor Booster Station Chlorination Project

Description of Project: Install sodium hypochlorite, ammonium sulfate and Ground Storage Tank mixer at Booster Station

Owner's Representative: Brian Fuller

WTP Superintendent

Ph.: 941/ 639-2057

Cell: 941/ 628-4504

Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 87,542.50
Completion Date: February 2014

51) Owner: City of Coconut Creek

Project Title: City of Coconut Creek Chlorine Booster Station Project

Description: Install sodium hypochlorite and ammonium sulfate systems at two different water booster stations

Owner's Representative: Carlo Nuesa (cnuesa@coconutcreek.net)

Capital Projects Administrator

Ph.: 954/ 956-1545

Cell: 954/ Unknown

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 200,500

Completion Date: February 2014 (Chemical Systems were on-line in less 90 days)

52) Owner: City of Wildwood

Project Title: Coleman Water Treatment Plant Upgrades Project

Project Description: Redo most systems at existing WTP including new MCC, distribution piping, high service pumps, building addition and conversion to sodium hypochlorite

Owner's Representative: Lewis Bryant (lewis.bryant@kimley-horn.com)

Project Engineer

Ph.: 352/ 338-3000

Cell: 352/ 572-5493

Engineer: Kimley-Horn

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 1,000,020

Completion Date: December 2014

53) Owner: City of Tampa

Project Title: David L. Tippin Water Treatment Facility Caustic Soda Piping Improvements

Owner's Representative: James King (james.king@tampagov.net)

Project Engineer

Ph.: 813/ 635-3416

Cell: 813/ 781-7023

Engineer: Hazen and Sawyer

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 206,500

Completion Date: November 2014

54) Owner: City of Punta Gorda

Project Title: City of Punta Gorda Burnt Store Elevated Water Tank Chemical Upgrade
Description: Installation of Ammonium sulfate and sodium hypochlorite systems along with elevated storage tank mixing system
Owner's Representative: Brian Fuller
WTP Superintendent
Ph.: 941/ 639-2057
Cell: 941/ 628-4504
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 174,000.00
Completion Date: August 2018

55) Owner: Desoto County

Project Title: Desoto County Correctional Institute Water and Wastewater Treatment Plants Sodium Hypochlorite Conversions
Owner's Representative: Eddie Miller (e.miller@desotobocc.com)
Utility Director
Ph.: 863/ 491-7500
Cell: 863/ 525-4145
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 51,900
Completion Date: October 2014

56) Owner: New England Fertilizer Company (NEFCO) Bio-solids Facility

Project Title: Scrubber Cleaning Project
Description: Clean out two odor control scrubbers using chemical treatment
Owner's Representative: Robert Flynn (rflynn@nefcobiosolids.com)
Plant Manager
Ph.: 561/ 961-1455
Cell: 561/ 225-3405
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 10,680
Completion Date: August 2014

57) Owner: Broward County

Project Title: Broward County Everglades Holiday Park WTP Renovations
Description: Replace wells, hydro tank and all piping and add new sodium hypochlorite and ammonium sulfate chemical systems and new plant control system
Owner's Representative: Martin Gross (mgross@broward.org)
Project Manager

Ph.: 954/ 370-3810
Cell: 954/ Unknown
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 242,800
Completion Date: December 2015

58) Owner: Tampa Electric Company

Project Title: Polk Power Station Re-Use Water Project
Description: Provided chemical feed equipment and did equipment installation for nine chemical systems including sodium hypochlorite aqua ammonia systems.
Owner's Representative: Catherine Magliocco, PE (cmagliocco@tecoenergy.com)
Project Manager
Ph.: 813/228-1346
Cell: 813/334-5987
Engineer: Odyssey Manufacturing Co. (Original Engineer fired)
Contractor: Garney Construction
Contract Amount: \$ 800,000
Completion Date: December 2015

59) Owner: City of Deltona

Project Title: Group A Water Treatment Plant Improvements Project
Description: Install ammonium sulfate systems and piping work to achieve 4-log virus inactivation at six water plants
Owner's Representative: Matt Doan (mdoan@deltonafl.gov)
Project Manager
Ph.: 386/ 878-8973
Cell: 386/ Unknown
Engineer: Tetra Tech
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 2,510,000
Completion Date: September 2016

60) Owner: City of Deltona

Project Title: Group B Water Treatment Plant Improvements Project
Description: Install ammonium sulfate systems and piping work to achieve 4-log virus inactivation at six water plants
Owner's Representative: Matt Doan (mdoan@deltonafl.gov)
Project Manager
Ph.: 386/ 878-8973
Cell: 386/ Unknown
Engineer: Tetra Tech
Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 2,690,000
Completion Date: September 2016

61) Owner: City of North Port

Project Title: WTP Chemical Tank Replacement
Description: Replace steel horizontal alum and caustic tanks, rebuild hypochlorite feed equipment and replace existing sulfuric acid tank at main water plant
Owner's Representative: John Evano (jevano@cityofnorthport.com)
Project Manager
Ph.: 941/ 426-1807
Cell: 941/ 626-0907
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 443,000
Completion Date: October 2015

62) Owner: City of Margate

Project Title: West WWTP On-Site Sodium Hypochlorite Generation System Replacement
Description: Replace existing OSHG system at West WWTP including new piping controls
Owner's Representative: Wendell Wheeler (wwheeler@margatefl.com)
Project Manager
Ph.: 954/ 972-0828
Cell: 954/ 605-0373
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 361,000
Completion Date: March 2015

63) Owner: City of North Port

Project Title: WTP Polymer System Replacement
Description: Replace existing polymer system at main water plant
Owner's Representative: John Evano (jevano@cityofnorthport.com)
Project Manager
Ph.: 941/ 426-1807
Cell: 941/ 626-0907
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 72,000
Completion Date: April 2015

64) Owner: Broward County

Project Title: North Regional WWTP Chlorination Project

Description: Setup and lease six 6,500-gallon double-wall tanks, three pump skids and associated piping for temporary sodium hypochlorite system while chlorine gas system is demolished and replaced. As of 7/1/16, the system worked so well the County is now in the process of purchasing it from Odyssey and staying on sodium hypochlorite as opposed to returning to chlorine gas.

Owner's Representative: Ralph Aliseo (raliseo@broward.org)

Plant Superintendent

Ph.: 954/ 831-3075

Cell: 954/ 553-2857

Engineer: Hazen and Sawyer

Contractor: Intercounty Engineering

Contract Amount: \$ 151,134.28

Completion Date: March 2015

65) Owner: Seminole Tribe

Project Title: Immokalee WTP Chemical System Improvements

Description: Replace all of the existing chemical systems at an RO plant

Owner's Representative: Lance Littrell (llittrell@reisseng.com)

Project Manager

Ph.: 407/ 679-5358

Cell: None

Engineer: Reiss Environmental

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 998,500

Completion Date: Estimated September 2016

66) Owner: City of St. Petersburg

Project Title: NE WRF Air Diffuser Project

Description: Design new system and install air diffusers in Aerator Basin #4 at the City of St. Petersburg NE WWTP

Owner's Representative: Craven Askew (craven.askew@stpete.org)

Plant Superintendent

Ph.: 727/ 893-7779

Cell: 727/ 892-5216

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 165,500

Completion Date: March 2015

67) Owner: City of Port Orange

Project Title: Replacement of WTP Sodium Hypochlorite Chemical Feed Equipment

Description: Designed, installed and permitted replacement sodium hypochlorite system for the City of Port Orange Water Treatment Plant. Work included temporary system during transition.
Owner's Representative: Steve Miller (stmiller@port-orange.org)

Water Plant Manager

Ph.: 386/ 756-5380

Cell: 386/ 295-4735

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 100,950

Completion Date: July 2015

68) Owner: New England Fertilizer Company (NEFCO) Bio-solids Facility

Project Title: Cooling Tower Chemical System Addition

Description: Design/Build for a sodium hypochlorite and a sulfuric acid chemical system injection of two on-site process cooling towers.

Owner's Representative: Robert Flynn (rflynn@nefcobiosolids.com)

Plant Manager

Ph.: 561/ 961-1455

Cell: 561/ 225-3405

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 63,450

Completion Date: August 2015

69) Owner: City of Leesburg

Project Title: Main WTP Disinfection System Conversion Project

Description: Replace existing chlorine gas system with sodium hypochlorite system

Owner's Representative: Al Purvis (al.purvis@leesburgflorida.gov)

Project Manager

Ph.: 352/728-9843

Cell: 352/516-7129

Engineer: Hydro Solutions, SC

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 243,422

Completion Date: September 2015

70) Owner: City of Margate

Project Title: WTP On-Site Sodium Hypochlorite Generation System Replacement

Description: Replace existing OSHG system at WTP including new piping controls

Owner's Representative: Mike Uber (ruber@margatefl.com)

Project Manager

Ph.: 954/ 972-4210

Cell: 954/ 999-7298
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 467,100
Completion Date: November 2015

71) Owner: Sarasota County

Project Title: Bee Ridge WWTP Sodium Hypochlorite Tank Replacement
Description: Design new system and replace existing sodium hypochlorite tanks at Bee Ridge WWTP including all new piping
Owner's Representative: David Hawkins (dhawkins@scgov.net)
Superintendent
Ph.: 914/ 316-1288
Cell: 914/ 650-4619
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 60,400
Completion Date: August 2015

72) Owner: Pasco County

Project Title: Little Road WTP Pre-Disinfection System
Description: Design/build new sodium hypochlorite and ammonia sulfate systems to provide pre-disinfection at Little Road Booster Station.
Owner's Representative: Joseph Viciere P.E. BCEE (JViciere@pascocountyfl.net)
Engineer
Ph.: 813/235-6189
Cell: 813/235-6194
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 84,485
Completion Date: December 2015

73) Owner: JEA

Project Title: Sodium Hypochlorite Tank Replacement at Brierwood and Deerwood WTP's
Description: Design new storage and feed system and replace existing sodium hypochlorite tanks at Deerwood and Brierwood WTP's including all new piping.
Owner's Representative: Ryan Popko, P.E. (popkrr@jea.com)
Engineer
Ph.: 904/ 665-8516
Cell: 904/ Unknown
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 227,800
Completion Date: November 2015

74) Owner: TOHO Water Authority

Project Title: HFS Addition Project

Description: Design/Build to install new HFS systems at the Harmony, BVL, Bella Lago, Huron and Peabody WTP's. Work included replacement of sodium hypochlorite injection piping also.

Owner's Representative: George Eversole (geversole@tohowater.com)

Project Manager

Ph.: 407/ 944-5077

Cell: 407/ 709-7111

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$300,235

Completion Date: January 2016

75) Owner: City of Melbourne

Project Title: Chemical Storage Tank Replacement at Lake Washington Surface WTP

Description: Setup 50,000-gallon of temporary chemical system storage and replace storage tanks for caustic, ferric sulfate and HFS chemical systems including all new piping.

Owner's Representative: David Phares (dphares@melbourneflorida.org)

WTP Superintendent

Ph.: 321/ 255-4622

Cell: 321/ 288-0849

Engineer: Reiss Engineering

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 1,274,000

Completion Date: February 2017

76) Owner: Town of Davie

Project Title: Town of Davie System No. 5 WTP Sulfuric Acid System Upgrades

Description: Design/Build to change out chemical feed equipment, transfer pump and all piping inside containment at the Town of Davie System No. 5 WTP

Owner's Representative: Raul Sotelo (rsotelo@davie-fl.gov)

WTP Chief Operator

Ph.: 954/ 327-3478

Cell: 954/ 643-5683

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 37,480

Completion Date: April 2016

77) Owner: Town of Davie

Project Title: Town of Davie System No. 3 WTP Caustic System Addition

Description: Design/Build of a new caustic system for the Town of Davie System No. 3 WTP

Owner's Representative: Raul Sotelo (rsotelo@davie-fl.gov)

WTP Chief Operator

Ph.: 954/ 327-3478

Cell: 954/ 643-5683

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 97,300

Completion Date: November 2016

78) Owner: Manatee County

Project Title: SW WRF Upgrades to Chlorine Residual Lines

Description: Replace existing sodium hypochlorite lines, sample lines and add chlorine analyzers at the Manatee County SW WRF.

Owner's Representative: Ricardo Colon (ricardo.colon@mymanatee.org)

Project Manager

Ph.: 941/ 708-7450

Cell: 941/ 547-7076

Engineer: Carollo Engineering

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 310,200

Completion Date: August 2016

79) Owner: City of Tampa

Project Title: Lease of Temporary Sodium Hypochlorite System

Description: Designed, installed and permitted temporary sodium bisulfite system for 100 MGD surface water plant to dechlorinate finished water used to backwash filters.

Owner's Representative: Chris Wetz (Christopher.wetz@tampagov.net)

Plant Manager

Ph.: 813/ 231-5243

Cell: 727/ 215-3514

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 15,500

Completion Date: Installed in June 2016, Ongoing Lease

80) Owner: City of Largo

Project Title: Lease of Temporary Sodium Bisulfite System

Description: Designed, installed and permitted temporary sodium bisulfite system for 25 MGD wastewater treatment plant.

Owner's Representative: Gary Glasscock (gjonesgl@largo.com)
Assistant Utilities Director
Ph.: 727/ 518-3079
Cell: 727/ 365-3768
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 33,500
Completion Date: Installed in July 2015 and Lease ended December 2017

81) Owner: Minute Maid

Project Title: Installation of Chemical Systems
Description: Design and installation of six chemical systems (sodium hypochlorite, 93% sulfuric acid, 50% caustic, citric acid, phosphoric acid and urea) for new wastewater treatment plant at the Minute Maid Plant in Dunedin, Florida
Owner's Representative: Richard Dei (Richard.C.Dei@mwhglobal.com)
Project Manager
Ph.: 813/221-1981
Cell: 850/491-1935
Engineer: MWH
Contractor: MWH
Contract Amount: \$ 321,340
Completion Date: March 2016

82) Owner: City of Pompano Beach

Project Title: City of Pompano Beach Re-Use System Sodium Hypochlorite Upgrade Project
Description: Design/Build new sodium hypochlorite system to replace existing system at the re-use site. Work included temporary system.
Owner's Representative: Phil Hyer (phil.hyer@copbfl.com)
WTP Superintendent
Ph.: 954/ 545-7030
Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 75,010
Completion Date: March 2016

83) Owner: City of Sarasota

Project Title: Replacement of WWTP Diffused Aeration System
Description: Design new system and replace existing air diffusers for all aerator basins at the City of Sarasota WWTP
Owner's Representative: Verne Hall (verne.hall@sarasotagov.com)
Operations Manager

Ph.: 941/ 365-2200, Ext 6230
Cell: 941/ 661-1347
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 271,850
Completion Date: April 2016

84) Owner: Manatee County

Project Title: MARS Chlorination Project at the SW WRF
Description: Furnished and installed sodium hypochlorite system including sample lines and chlorine analyzers at the Manatee County SW WRF.
Owner's Representative: Olga Valcich (ricardo.colon@mymanatee.org)
Project Manager
Ph.: 941/ 749-3055
Cell: Unknown
Engineer: McKim and Creed
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 105,550
Completion Date: June 2016

85) Owner: Odyssey Manufacturing Co.

Project Title: Sodium Hypochlorite Terminal in Tampa, Florida
Description: Installation of 400' or railroad track, containment area, eight 40,000-gallon FRP storage tanks, two dilution systems, three loading stations and ancillary equipment system to unload railcars of sodium hypochlorite and reload tankers for distribution of product.
Owner's Representative: Patrick H. Allman (pallman@odysseymanufacturing.com)
Project Manager
Ph.: 813/ 635-0339
Cell: 813/ 340-8728
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 4,250,000.00
Completion Date: January 2017 (October 2016)

86) Owner: City of Tampa

Project Title: Lease of Temporary Sodium Hypochlorite System
Description: Designed, installed and permitted temporary sodium hypochlorite system to support burnout for MacDill AFB distribution system at the City of Tampa Interbay Booster Station.
Owner's Representative: Chris Wetz (Christopher.wetz@tampagov.net)
Plant Manager
Ph.: 813/ 231-5243

Cell: 727/ 215-3514

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 24,500

Completion Date: Performed in December 2016/January 2017

87) Owner: City of Largo

Project Title: Lease of Temporary Sodium Hypochlorite System

Description: Designed, installed and permitted temporary sodium hypochlorite system for 25 MGD wastewater treatment plant.

Owner's Representative: Gary Glasscock (gjonesgl@largo.com)

Assistant Utilities Director

Ph.: 727/ 518-3079

Cell: 727/ 365-3768

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 63,000

Completion Date: Installed in January 2016 – Lease ended in December 2017

88) Owner: Hillsborough County

Project Title: Valrico AWT Clarifier Launder Covers

Description: Furnish and install launder covers for eight clarifiers at Valrico AWT Plant

Owner's Representative: Glenn Yaney (yaneyg@hillsboroughcounty.org)

Project Manager

Ph.: 813/ 272-5977

Cell: 813/ 448-4090

Engineer: Hazen and Sawyer

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 945,136

Completion Date: May 2017

89) Owner: Babcock Ranch

Project Title: Babcock Ranch Utility Community Site

Description: Furnish and install nine chemical systems (two sodium hypochlorite, two caustic, carbon dioxide, 50% sulfuric acid, corrosion inhibitor, aluminum sulfate, glycerin) for a new water and wastewater treatment plant for the Babcock Ranch Community.

Owner's Representative: Mike Acosta, P.E. (macosta@kitsonpartners.com)

Project Manager / Director of Utilities

Ph.: 941/ 235-6900

Cell: 941/ 979-7260

Engineer: Carollo Engineers

Contractor: Mitchell & Stark

Contract Amount: \$ 197,600

Completion Date: April 2017

90) Owner: Hillsborough County

Project Title: Lake Park WTP On-Site Sodium Hypochlorite Generator (OSHG) Replacement

Description: Furnish and install a 2,000-ppd Microclor OSGH unit to replace a 1,500-ppd ClorTec OSHG system including an FRP stack vent for the Lake Park WTP

Owner's Representative: Paul Kavanagh (kavanagh@hillsboroughcounty.org)

Project Manager

Ph.: 813/ 264-3855, Ext. 43781

Cell: 813/ 787-1559

Engineer: Greeley and Hansen

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 705,000

Completion Date: December 2017

91) Owner: City of Sarasota

Project Title: Sodium Hypochlorite System Upgrade

Description: Design/Build new sodium hypochlorite system at the City of Sarasota WWTP

Owner's Representative: Verne Hall (verne.hall@sarasotagov.com)

Operations Manager

Ph.: 941/ 365-2200, Ext 6230

Cell: 941/ 661-1347

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 239,100

Completion Date: June 2017

92) Owner: New Smyrna Beach

Project Title: WRF Sodium Hypochlorite Conversion

Description: Replace existing chlorine gas system with sodium hypochlorite system at WRF

Owner's Representative: Dave Hoover (dhoover@ucnsb.org)

Project Manager

Ph.: 386/ 424-3072

Cell: 386/ 275-2475

Engineer: Hazen and Sawyer

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 582,000

Completion Date: December 2017

93) Owner: City of North Port

Project Title: Chemical Feed and Piping Improvements

Description: Install new ammonium sulfate system, distribution piping and PLC work at the City of North Port WTP

Owner's Representative: John Evano (jevano@cityofnorthport.com)

Project Manager

Ph.: 941/ 426-1807

Cell: 941/ 626-0907

Engineer: Hazen and Sawyer

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 301,220

Completion Date: July 2017

94) Owner: Town of Davie

Project Title: Town of Davie HFS System Upgrade Project

Description: Design/Build to upgrade existing HFS systems at the Town of Davie System No. 3 and System No. 5 WTP's

Owner's Representative: Raul Sotelo (rsotelo@davie-fl.gov)

WTP Chief Operator

Ph.: 954/ 327-3478

Cell: 954/ 643-5683

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 68,390

Completion Date: July 2017

95) Owner: City of Hallandale Beach

Project Title: City of Hallandale Beach HFS System Upgrade Project

Description: Design/Build to upgrade existing HFS systems at the City of Hallandale Beach WTP

Owner's Representative: John Fawcett (jfawcett@cohb.org)

Water Treatment Plant Manager

Ph.: 954/ 457-1610

Cell: 954/ 248-9620

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 49,950

Completion Date: July 2017

96) Owner: City of North Miami

Project Title: City of North Miami HFS System Upgrade Project

Description: Design/Build to upgrade existing HFS systems at the City of North Miami WTP

Owner's Representative: Augustin "Gus" Fleur-Aime (afleur-Aime@northmiamifl.gov)

Water Treatment Plant Manager

Ph.: 305/ 953-2855

Cell: 786/ 543-5346
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 116,600
Completion Date: July 2017

97) Owner: City of St. Petersburg

Project Title: Oberly Booster Station Emergency Chlorination System
Description: Completed entire design/build temporary sodium hypochlorite system for City of St. Petersburg Oberly Booster Station with four days' notice and did startup day before Hurricane Irma hit Tampa.
Owner's Representative: Wanda Barcus (waunda.barcus@stpete.org)
Water Treatment Plant Manager
Ph.: 813/920-5312
Cell: 727/277-0563
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 8,900
Completion Date: October 2017

98) Owner: City of Pompano Beach

Project Title: City of Pompano Beach Carbon Dioxide System Replacement
Description: Design/Build new carbon dioxide system for the City of Pompano Beach WTP.
Owner's Representative: Phil Hyer (phil.hyer@copbfl.com)
WTP Superintendent
Ph.: 954/ 545-7030
Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 597,325
Completion Date: February 2018

99) Owner: Manatee County

Project Title: Manatee County SW WRF Recharge Well Discharge Project
Description: Provided chemical systems for project including an ammonium sulfate system at the Manatee County SW WRF.
Owner's Representative: Ryan Messer (ryan.messer@ch2m.com)
Project Manager
Ph.: 352 / 384 7086
Cell: Unknown
Engineer: CH2M Hill
Contractor: Vogel Brothers

Contract Amount: \$ 173,550
Completion Date: November 2017

100) Owner: City of Dunedin
Project Title: City of Dunedin Wastewater Treatment Plant Conversion
Description: Convert existing chlorine gas and sulfur dioxide disinfection systems to sodium hypochlorite and sodium bisulfite and install new RAS flowmeter
Owner's Representative: Brian Antonian (bantonian@dunedinfl.net)
WTP Superintendent
Ph.: 727/ 298-3256
Cell: 727/
Engineer: City of Dunedin
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 740,010
Completion Date: September 2018

101) Owner: City of Punta Gorda
Project Title: City of Punta Gorda Burnt Store Elevated Water Tank Chemical Upgrade
Description: Installation of Ammonium sulfate and sodium hypochlorite systems along with elevated storage tank mixing system and a control system to feed chemicals
Owner's Representative: Brian Fuller (bfuller@ci.punta-gorda.fl.us)
WTP Superintendent
Ph.: 941/ 639-2057
Cell: 941/ 628-4504
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 174,000.00
Completion Date: August 2018

102) Owner: Manatee County
Project Title: New Sodium Hypochlorite Feed System for Water Treatment Plant
Owner's Representative: David Rodriguez (david.rodriguez@mymanatee.org)
WTP Superintendent
Ph.: 941/ 746-3020, Ext. 324
Cell: 941/ 345-0036
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 126,940.00
Completion Date: July 2018

103) Owner: City of Port Orange
Project Title: City of Port Orange WRF PAC Tank Replacement Project

Description: Replacement of two Poly Aluminum Chloride Tanks and associated piping along with roof of this chemical building.

Owner's Representative: Steve Parnell (sparnell@port-orange.org)

WRF Manager

Ph.: 386/ 506-5785

Cell: 386/ 566-4347

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 108,000.00

Completion Date: August 2018

104) Owner: Miami-Dade

Project Title: Northwest Wellfield Potassium Permanganate Raw Water Treatment System

Description: Installed two 6,550-gallon double-walled tanks and associated piping for leased system to treat raw water.

Owner's Representative: Art Baldwin (abald@miamidade.gov)

WTP Superintendent

Ph.: 305/ None

Cell: 305/ 607-0318

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 80,000.00 (estimated)

Completion Date: July 2018

105) Owner: City of Bradenton

Project Title: City of Bradenton Elevated Water Storage Tank #6 Improvements

Description: Installation of Ammonium sulfate and sodium hypochlorite systems along with elevated storage tank mixing system and a control system to feed chemicals

Owner's Representative: Kim Clayback, P.E. (kim.clayback@cityofbradenton.com)

Project Manager

Ph.: 941/ 708-6300, Extension 224

Cell: 941/

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 127,799.00

Completion Date: August 2018

106) Owner: Brevard County

Project Title: Lift Station Odor Control Project

Description: Furnish and install new biological odor control systems at five lift stations (Plumosa, M-15, T-16, South Beaches WWTP and South Central WWTP) and provide monthly odor control services.

Owner's Representative: Robert Edmiston (Robert.edmiston@brevardfl.gov)

Project Manager

Ph.: 321 / 255-4328

Cell: 321 / 255-4328

Engineer: Various

Contractor: Odyssey Manufacturing Co. / Heyward Florida, Inc.

Contract Amount: \$ 405,500

Completion Date: Completed between May 2018 and February 2019

107) Owner: Odyssey Manufacturing Co.

Project Title: Sodium Hypochlorite and Sodium Hydroxide Terminal in Lantana, Florida

Description: Installation of 2,000' or railroad track, containment area, eight 34,000-gallon FRP storage tanks, two dilution systems, three loading stations and ancillary equipment system to unload railcars of sodium hypochlorite and sodium hydroxide and reload tankers for distribution of these products.

Owner's Representative: Patrick H. Allman (pallman@odysseymanufacturing.com)

Project Manager

Ph.: 813/ 635-0339

Cell: 813/ 340-8728

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 3,950,000.00

Completion Date: October 2018 (Operations commenced June 2018)

108) Owner: City of Pompano Beach

Project Title: City of Pompano Beach Lime Slaker Polymer System Replacement

Description: Design/Build new lime slaker polymer system or the City of Pompano Beach WTP.

Owner's Representative: Phil Hyer (phil.hyer@copbfl.com)

WTP Superintendent

Ph.: 954/ 545-7030

Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 406,200

Completion Date: October 2018

109) Owner: Bonita Springs Utilities

Project Title: On-Site Sodium Hypochlorite Generation System Addition

Owner's Representative: Andy Koebel, P.E. (akoebel@bsu.com)

Director of Operations

Ph.: 239/ 390-4820

Cell: 239/ 872-3514

Engineer: Jacobs Engineering
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$379,000
Completion Date: February 2019

110) Owner: Utilities, Inc.

Project Title: Sabal Master Lift Station #5
Description: Install new biological odor control system at Lift Station #5 in Longwood, Florida.
Owner's Representative: Scott Gosnell (sgosnell@uiwater.com)
Project Manager
Ph.: 407 / 682-5651
Cell: 407 / 509-4979
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 55,500
Completion Date: February 2019

111) Owner: JEA

Project Title: Lift Station Odor Control Project
Description: Furnish and install new biological odor control systems at six lift stations (Southside #1, Pulaski, Balboa Road, Greenland Road, Bluewater, Greenbriar Road, Southside #2)
Owner's Representative: Ryan Popko (popkrr@jea.gov)
Project Manager
Ph.: 904 / 665-8516
Cell: 413 / 454-8081
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co. / Heyward Florida, Inc.
Contract Amount: \$ 501,500
Completion Date: Completed March 2019

112) Owner: Seminole County

Project Title: SER WTP Fluoride System Improvements
Description: Furnish and install new replacement HFS system including new FRP bulk tank, day tank, feed equipment, transfer pump, SCADA work, piping and new concrete block building at the Seminole County SE Regional WTP.
Owner's Representative: David Ornberg (dornberg@seminolecountyfl.gov)
Project Manager
Ph.: 407 / 665-2041
Cell: 407 / 252-0348
Engineer: Reiss Engineering
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 358,800

Completion Date: Completed April 2019

113) Owner: City of Clearwater

Project Title: City of Clearwater Marshall Street and NE WRF Alum Feed System Improvements Project

Description: Install new alum systems at the City of Clearwater Marshall Street and NE WR facilities which included two FRP tanks at each site and install Micro C system at the NE WRF

Owner's Representative: Todd Kuhnel (tkuhnel@myclearwater.com)

Project Manager

Ph.: 727 / 562-4798

Cell: Unknown

Engineer: Metzger and Willard

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 629,200

Completion Date: September 2019

114) Owner: City of Ormond Beach

Project Title: WTP Improvements Project

Description: Furnish and install two new lime slakers, new bulk sodium hypochlorite system and new MCC at Ormond Beach Water Treatment Plant

Owner's Representative: Unknown

Project Manager

Ph.: Unknown

Cell: Unknown

Engineer: Reiss Engineering Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 1,196,500

Completion Date: September 2020

115) Owner: City of Tampa

Project Title: WTP Hydrogen Peroxide Replacement Project

Description: Furnish and install two new hydrogen peroxide tanks along with associated piping and re-coat the containment area.

Owner's Representative: Chris Wetz (Christopher.Wetz@tampagov.net)

Project Manager

Ph.: 813/ 231-5243

Cell: 727 / 215-3514

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 86,000

Completion Date: August 2019

116) Owner: City of Tampa

Project Title: Hanna Pumping Station Odor Control Replacement Project

Description: Furnish and install biological odor control system.

Owner's Representative: Davey Henderson (Davey.henderson@tampagov.net)

Project Manager

Ph.: 813/ 630-3910

Cell: 813 / 470-8764

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 193,400

Completion Date: December 2020

117) Owner: Sarasota County

Project Title: Venice Gardens RO Plant Caustic Tank Replacement Project

Description: Engineer and Pour concrete support pedestals and furnish and install replacement FRP horizontal sodium hydroxide tank.

Owner's Representative: Kevin Brown (kbrown@scgov.net)

Project Manager

Ph.: 941/ 480-3250

Cell: 941 / 650-0751

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 59,215

Completion Date: September 2019

118) Owner: City of Coconut Creek

Project Title: City of Coconut Creek Hillsboro Booster Station Disinfection Improvements

Description: The purpose of this project is to install a ground storage tank mixing system and to automate the existing disinfection chemical feed systems by utilizing Residual Control System (RCS) at the Hillsboro Booster Station to provide optimum water quality to its end users.

Owner's Representative: Jean Duglypus (JDupuis@coconutcreek.net)

Director of Utilities

Ph.: 954-973-6786

Fax: 954-571-4146

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 160,820

Completion Date: August 2019

119) Owner: City of Pompano Beach

Project Title: City of Pompano Beach HFS System Replacement

Description: Design/Build new HFS system for the City of Pompano Beach WTP.

Owner's Representative: Phil Hyer (phil.hyer@copbfl.com)

WTP Superintendent

Ph.: 954/ 545-7030

Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 107,000

Completion Date: September 2019

120) Owner: University of South Florida

Project Title: Water Treatment Plant Sodium Hypochlorite Conversion Project

Description: Design/Build sodium hypochlorite system to replace chlorine gas disinfection system at the WTP. Also, did four-log analysis for FDEP permit.

WTP Superintendent

Ph.: 813/ 974-2307

Cell: 813/

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 56,000

Completion Date: November 2019

121) Owner: Town of Davie

Project Title: Town of Davie System No. 3 WTP Sodium Hypochlorite Tank Replacement Project

Description: Design/Build to change out existing sodium hypochlorite tank with new 4,820-gallon FRP tank at the Town of Davie System No. 3 WTP.

Owner's Representative: Raul Sotelo (rsotelo@davie-fl.gov)

WTP Chief Operator

Ph.: 954/ 327-3478

Cell: 954/ 643-5683

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 52,184

Completion Date: November 2019

122) Owner: Volusia County

Project Title: Deltona North Water Treatment Plant Improvements for Volusia County

Description: Furnish and install a THM Removal System for two Ground Storage Tanks at the Volusia County North Deltona WTP.

Owner's Representative: Robert Beedle (rbeedle@volusia.org)

Plant Operations Manager

Ph.: 386/ 943-7027

Cell: 386/ 566-9164
Engineer: CDM Smith, Inc.
Contractor: McMahan Construction Co., Inc.
Contract Amount: \$ 174,500
Completion Date: December 2019

123) Owner: JEA

Project Title: JEA Bartram Repump THM Removal Project
Description: Furnished and Installed THM Removal System in two 5 MGD Storage Tanks at the Bartram Re-Pump Station.
Owner's Representative: Micky Willoughby (willml@jea.com)
Project Manager
Ph.: 904/ Unknown
Cell: 865/ 661-7494
Engineer: Carollo Engineers, Inc.
Contractor: Sawcross, Inc.
Contract Amount: \$ 572,312
Completion Date: March 2020

124) Owner: Volusia County

Project Title: Ground Storage Tank Aeration and Mixing System
Description: Design/Build Ground Storage Tank THM Removal System for the Glenn Abbey WTP.
Owner's Representative: Robert Beedle (rbeedle@volusia.org)
Plant Operations Manager
Ph.: 386/ 943-7027
Cell: 386/ 566-9164
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 377,500
Completion Date: June 2021

125) Owner: Town of Mangonia Park

Project Title: WTP Sodium Hypochlorite and Ammonium Sulfate Conversion Project
Description: Design/Build sodium hypochlorite and ammonium sulfate systems to replace chlorine gas and ammonium hydroxide disinfection systems at the WTP. Also, changed injection points to reduce finished water color to meet secondary drinking water standards.
Owner's Representative: Roosevelt Jones (rjones@townofmangoniapark.com)
Utility Manager
Ph.: 561/ 848-1235
Cell: 561/ 291-2881
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 49,247.84

Completion Date: June 2020

126) Owner: City of Fort Myers

Project Title: Chemical System Upgrade Project

Description: Setup Temporary Chemical Systems to coat chemical rooms and containment areas for six chemical systems at WTP. As part of the work, replace bulk storage and day tanks and associated piping for 5 of the 6 chemical systems including four FRP tanks and two SS304 tanks.

Owner's Representative: Jesse Victory (jvictory@fortmyers.com)

WTP Superintendent

Ph.: 941/ 321-7650

Cell: 941/ 940-1686

Engineer: Black & Veatch

Contractor: Westco Builders of Florida, Inc.

Contract Amount: \$ 536,130

Completion Date: December 2020

127) Owner: Odyssey Manufacturing Co.

Project Title: Muriatic Acid Terminal in Tampa, Florida

Description: Installation of dual track railcar unloading platform, containment area, four 8,000-gallon storage tanks, water scrubber system, one loading/unloading station and ancillary equipment system to unload railcars of hydrochloric acid and reload tankers for distribution of product.

Owner's Representative: Patrick H. Allman (pallman@odysseymanufacturing.com)

Project Manager

Ph.: 813/ 635-0339

Cell: 813/ 340-8728

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 230,000

Completion Date: March 2020

128) Owner: Bay County

Project Title: Sodium Hypochlorite Tank Replacement Project

Description: Replaced four 8,460 FRP sodium hypochlorite tanks including all piping and accessories for feed pumps.

Owner's Representative: Bobby Gibbs (bgibbs@baycountyfl.gov)

WWTP Superintendent

Ph.: 850/ 248-5029

Cell: 850/ 814-8871

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 283,700

Completion Date: July 2020

129) Owner: City of Punta Gorda

Project Title: System Conversion WWTP – Chlorine Gas to Sodium Hypochlorite

Description: Design/Build sodium hypochlorite system to replace chlorine gas disinfection system at the WWTP. Implemented compound loop when previously manually feeding chlorine.

Owner's Representative: David Brooks (dbrooks@pgorda.us)

WWTP Superintendent

Ph.: 941/ 639-1883

Cell: 941/ 740-4696

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 136,600

Completion Date: August 2020

130) Owner: City of Leesburg

Project Title: Sodium Hypochlorite Conversion Project – Mall & Airport Water Treatment Plant

Description: Furnish and install sodium hypochlorite systems to replace chlorine gas disinfection systems at two WTP's.

Owner's Representative: Al Purvis (al.purvis@leesburgflorida.gov)

WTP Superintendent

Ph.: 352/ 728-9843

Cell: 352/ 516-7129

Engineer: Hydro SC

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 228,578

Completion Date: October 2020

131) Owner: Mosaic (Plant City)

Project Title: Return WTP Back to Service

Description: Furnish and install sodium hypochlorite and poly-orthophosphate systems and perform permitting and oversight to return potable water treatment plant back to service.

Owner's Representative: Richard Milam (Richard.milam@mosaicco.com)

Project Manager

Ph.: 863/ 430-1457

Cell: 863/ 430-1457

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 34,500

Completion Date: May 2020

- 132) Owner: City of Plant City
Project Title: Furnish and Install Sodium Hypochlorite Tanks
Description: Redesign/replace FRP sodium hypochlorite tanks at WTP #2.
Owner's Representative: Patrick Murphy (pmurphy@plantcitygov.com)
Utility Superintendent
Ph.: 813/ 757-9191
Cell: 813/ 707-2349
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 77,700
Completion Date: October 2020
- 133) Owner: Bonita Springs Utilities
Project Title: On-Site Sodium Hypochlorite Generation (OSHG) System for West WWTP
Description: Retrofit ClorTec OSHG with Microclor OSHG system including new FRP stack vent.
Owner's Representative: Andy Koebel, P.E. (akoebel@bsu.com)
Director of Operations
Ph.: 239/ 390-4820
Cell: 239/ 872-3514
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$471,000
Completion Date: January 2021
- 134) Owner: Town of Micanopy
Project Title: Engineering and Installation of Chloramines at the Water Treatment Plant
Description: Design/Build to convert WTP from free chlorine to chloramines because of DBP problem. Project included redesign of sodium hypochlorite system and addition of an ammonium sulfate system at the WTP.
Owner's Representative: Debbie Gonano (townhall@micanopytown.com)
Town Administrator
Ph.: 352/ 466-3121
Cell: 352/
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 21,670
Completion Date: August 2020
- 135) Owner: Mosaic (Plant City)
Project Title: On-site Pond Water Cleanup Project
Description: Furnish and install six chemical systems to feed chemicals at eight different points to support membrane system used to cleanup on-site line pond water.

Owner's Representative: Richard Milam (Richard.milam@mosaicco.com)
Project Manager
Ph.: 863/ 430-1457
Cell: 863/ 430-1457
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 215,600
Completion Date: July 2020

136) Owner: Brevard County
Project Title: Sodium Hypochlorite System Upgrade Project
Description: Replace sodium hypochlorite tanks, pump skid and injection piping. Coat sodium hypochlorite building and replace lights.
Owner's Representative: Phil Bissett (Phillip.Bissett@brevardfl.gov)
Project Manager
Ph.: 321/ 255-4328
Cell: 321/ 210-9256
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 136,098
Completion Date: September 2020

137) Owner: Polk County
Project Title: Lift Station No. 302 Conversion
Description: Converted existing carbon filter odor control system to a biological odor control system.
Owner's Representative: Terry Marvin (TerryMarvin@polk-county.net)
Project Manager
Ph.: 863/ 534-5018, Ext. 4303
Cell: 863/ 344-2596
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 74,263
Completion Date: September 2020

138) Owner: City of Pompano Beach
Project Title: City of Pompano Beach Ammonium Sulfate Conversion Project
Description: Design/Build new Ammonium Sulfate System to replace existing anhydrous ammonia system for the City of Pompano Beach WTP.
Owner's Representative: Phil Hyer (phil.hyer@copbfl.com)
WTP Superintendent
Ph.: 954/ 545-7030

Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 87,910
Completion Date: October 2020

- 139) Owner: City of Margate
Project Title: Brinemaker Replacement Project
Description: Replace existing brine tanks at the City of Margate West WWTP and WTP with new FRP 60-ton brine tank.
Owner's Representative: Mike Uber (ruber@margatefl.com)
Project Manager
Ph.: 954/ 972-0828, Ext. 219
Cell: 954/ 999-7298
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 172,384.78
Completion Date: September 2020

- 140) Owner: City of Cocoa Beach
Project Title: De-Chlorination System Conversion Project
Description: Designed, permitted, and installed new sodium bisulfite system to replace existing sulfur dioxide de-chlorination system.
Owner's Representative: Brad Kalsow (bkalsow@cityofcocoaabeach.com)
Utilities Manager
Ph.: 321/ 868-3308
Cell: 321/ 302-2608
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 75,350
Completion Date: December 2020

- 141) Owner: City of Margate
Project Title: East WWTP Coagulant Feed System
Description: Furnish and install coagulant system at the City of Margate East WWTP.
Owner's Representative: Wendell Wheeler (wwheelerwh@margatefl.com)
Project Manager
Ph.: 954/ 972-0828
Cell: 954/ 605-0373
Engineer: Carollo
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 448,730.00

Completion Date: August 2021

142) Owner: Brevard County

Project Title: Alum Tank Replacement Project

Description: Replaced existing FRP aluminum sulfate tank with new FRP tank at Brevard County South Central WWTP.

Owner's Representative: Phil Bissett (Phillip.Bissett@brevardfl.gov)

Project Manager

Ph.: 321/ 255-4328

Cell: 321/ 210-9256

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 58,278

Completion Date: May 2021

143) Owner: City of Cocoa Beach

Project Title: Aluminum Sulfate System Upgrades Project

Description: Replaced Aluminum Sulfate Tank and Redesigned and Installed New Injection Piping for Alum and Micro-C systems.

Owner's Representative: Brad Kalsow (bkalsow@cityofcocoa beach.com)

Utilities Manager

Ph.: 321/ 868-3308

Cell: 321/ 302-2608

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 46,780

Completion Date: May 2021

144) Owner: City of Miramar

Project Title: West WTP Corrosion Inhibitor Feed System Replacement

Description: Construct containment area, coat containment and furnish and install new corrosion inhibitor storage, feed equipment and piping at the City of Miramar West WTP.

Owner's Representative: Balki Bisram (bbisram@miramarfl.gov)

West WTP Superintendent

Ph.: 954/ 438-1228

Cell: 954/ 295-1438

Engineer: Kimley-Horn

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 192,600

Completion Date: August 2021

145) Owner: City of Tarpon Springs

Project Title: Chlorine Conversion Project

Description: Construct two new buildings and furnish and install two sodium hypochlorite systems to replace the existing chlorine gas system at the City of Tarpon Springs WWTP.

Owner's Representative: Tom Kiger, P.E. (tkiger@ctsfl.us)

Wastewater Division Manager

Ph.: 727/ 942-5616, Extension 2300

Cell: Unknown

Engineer: Arrdura (Formerly King Engineering)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 871,000

Completion Date: November 2022

146) Owner: City of Fort Myers

Project Title: Carbon Dioxide System Replacement Project

Description: Furnish and install new CO2 System Including Removal of Existing System; Replace all exterior chemical injection piping for five systems and a portion of chemical piping trench; Install new waste lines to neutralization pit. Clean and repair degasifier.

Owner's Representative: Jesse Victory (jvictory@fortmyers.com)

WTP Superintendent

Ph.: 941/ 321-7650

Cell: 941/ 940-1686

Engineer: Black & Veatch

Contractor: Westco Builders of Florida, Inc.

Contract Amount: \$ 747,650

Completion Date: 99% Complete (Complete Punchlist; Estimated Completion January 2023)

147) Owner: City of Palm Bay

Project Title: North Regional WTP Lime Silo Replacement Project

Description: Remove existing Lime Slakers and demolish existing lime silos. Furnish and install two new replacement 45' tall lime silos and re-install lime slakers at the City of Palm Bay North WTP.

Owner's Representative: Bic Ramjit (ramjib@palmbayflorida.org)

WTP Superintendent

Ph.: 321/ 952-3478

Cell: 321/ 288-2583

Engineer: Wade Trim

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 824,000

Completion Date: 99% Complete (Estimated Completion January 2023)

148) Owner: Bay County

Project Title: Zinc Orthophosphate and HFS Tank Replacement Project

Description: Replaced two 8,080 FRP chemical system tanks and associated piping at the Bay County WTP.

Owner's Representative: Bobby Gibbs (bgibbs@pgorda.us)

Utilities Director

Ph.: 850/ 248-5029

Cell: 850/ 814-8871

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 147,800

Completion Date: December 2021

149) Owner: Forest Utilities

Project Title: Sodium Hypochlorite Conversion

Description: Design/Building including FDEP permitting to convert WWTP from chlorine gas to bulk sodium hypochlorite. Work also included electrical system redesign and rewiring work.

Owner's Representative: Jim Elliot (jelliot@source-inc.com)

Engineering Consultant

Ph.: 239/ 549-2345

Cell: Unknown

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 57,682

Completion Date: July 2021

150) Owner: North Port Utilities

Project Title: West Villages WTP

Description: Furnish and installed six chemical systems (sodium hypochlorite, ammonium sulfate, caustic, HFS, corrosion inhibitor, anti-scalant) for new WTP.

Owner's Representative: Ted Dundas (tdundas@garney.com)

Project Manager

Ph.: None

Cell: 407/ 385-2047

Engineer: Kimley-Horne

Contractor: Garney Construction

Contract Amount: \$ 447,761

Completion Date: 99% Complete (Awaiting Startup; Estimated Date is February 2023)

151) Owner: City of Lake Wales

Project Title: Sodium Hypochlorite Conversions for Park Water Treatment Plant

Description: Converted Park WTP from chlorine gas to sodium hypochlorite and did 4-log analysis for facility

Owner's Representative: Holly Britt (holbritt@cityoflakewales.com)

Water Operations Superintendent
Ph.: 863/ 678-4182, Ext. 249
Cell: 863/ 528-7639
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$58,250
Completion Date: September 2021

152) Owner: Brevard County

Project Title: Barefoot Bay WTP Sodium Hypochlorite Tank Replacement Project
Description: Redesigned sodium hypochlorite system and replaced existing tank
Owner's Representative: Matt Prendergast (Matthew.Prendergast@brevardfl.gov)
Project Manager
Ph.: 321/ 350-8376
Cell: 321/ 449-6620
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 11,600
Completion Date: December 2021

153) Owner: Brevard County

Project Title: North Brevard WWTP Sodium Hypochlorite Tank Replacement Project
Description: Redesigned sodium hypochlorite system and replaced two existing 500-gallon tanks with three 1,050-gallon tanks at the Brevard County North County WWTP.
Owner's Representative: Matt Prendergast (Matthew.Prendergast@brevardfl.gov)
Project Manager
Ph.: 321/ 350-8376
Cell: 321/ 449-6620
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 41,500
Completion Date: January 2022

154) Owner: City of Bartow

Project Title: Sodium Hypochlorite Conversion
Description: Design/Building including FDEP permitting to convert WWTP from chlorine gas to bulk sodium hypochlorite.
Owner's Representative: Wiley Pratt (wpratt.wrf@cityofbartow.net)
WWTP Superintendent
Ph.: 863 / 534-0147
Cell: 863 / 698-2365
Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 109,570
Completion Date: April 2022

155) Owner: Gainesville Regional Utilities

Project Title: Sodium Hypochlorite FRP Tank Relining at Kanapaha and Main Street WRF's
Description: Inspected and relined sodium hypochlorite FRP storage tanks at GRU WRF's
Owner's Representative: Tom Mikell (mikelltj@GRU.com)
Main Street WRF Superintendent
Ph.: 352/ 393-6620
Cell: 352/ 213-0723
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 185,080
Completion Date: June 2022

156) Owner: City of St. Cloud

Project Title: City of St. Cloud Chloramine WWTP Project
Description: Installed ammonium sulfate system and converted effluent discharge to chloramines. Work included replacement of existing sodium hypochlorite tanks
Owner's Representative: Erik Dabrowski (edabrowski@stcloud.org)
Asst. Utilities Director
Ph.: 407/ 957-7340
Cell: 407/ 301-6503
Engineer: Jones Edmunds & Associates
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 154,005
Completion Date: August 2022

157) Owner: City of Sanibel

Project Title: City of Sanibel Sodium Hypochlorite Tank Repairs
Description: Provided FRP tank inspection services; setup temporary sodium hypochlorite tank and relined 10,000-gallon FRP tank used for sodium hypochlorite storage
Owner's Representative: Jason Goodrich (jason.goodrich@mysanibel.com)
WWTP Superintendent
Ph.: 239/ 472-3179
Cell: 239/ 223-7340
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 61,550
Completion Date: July 2022

- 158) Owner: Town of Davie
Project Title: Town of Davie System No. 3 WTP Ammonium Sulfate Addition
Description: Design/Build ammonium sulfate addition to include 4-log analysis certification and FDEP permitting.
Owner's Representative: Carlos Aguilera (caguilera@davie-fl.gov)
WTP Chief Operator
Ph.: 954/ 327-3478
Cell: 954/ 381-6007
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 117,919.76
Completion Date: 96% Complete (Expected to be completed in January 2023)
- 159) Owner: Sarasota County
Project Title: Sarasota County Central WRF Phase III Improvements Project
Description: Replaced Sodium Hypochlorite System including tanks, feed equipment and all piping
Owner's Representative: Cole Milliken (ColeM@pkflorida.com)
Project Manager
Ph.: 813/ 251-2438
Cell: 813/ 546-4324
Engineer: Carollo Engineers
Contractor: Poole & Kent
Contract Amount: \$ 209,430.00
Completion Date: October 2022
- 160) Owner: City of Sarasota
Project Title: City of Sarasota WTP Chemical Storage & Feed System Replacement
Description: Install new sodium hydroxide and two sodium hypochlorite systems
Owner's Representative: Verne Hall (verne.hall@sarasotagov.com)
Operations Manager
Ph.: 941/ 365-2200, Ext 6230
Cell: 941/ 661-1347
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 388,400.00
Completion Date: 30% Complete (Expected to be completed February 2023)
- 161) Owner: City of Panama City Beach
Project Title: City of Panama City Beach Odor Control Projects
Description: Furnish and install six new biological odor control systems at the wastewater treatment plant and four lift stations

Owner's Representative: Mark Shaeffer (mshaefferj@pcbgoe.com)
Utilities Engineer
Ph.: 850/ 233-5054 (Extension 2321)
Cell: 850/ 832-9327
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 1,241,600
Completion Date: 90% Complete (Estimated Completion Date is March 2023)

- 162) Owner: City of Clearwater
Project Title: City of Clearwater East WRF Sodium Hypochlorite Tank Replacement
Description: Furnish and installed three new sodium hypochlorite tanks to replace existing tanks including all associated piping
Owner's Representative: Jack Sadowski (jack.sadowski@myclearwater.com)
WWTP Superintendent
Ph.: 727/ 462-6667
Cell: 727/ 224-7682
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 49,750
Completion Date: October 2022
- 163) Owner: TOHO Water Authority
Project Title: South Bermuda Polymer System and Coagulant Systems
Description: Installed UGSI polymer system purchased by Owner; Designed, furnished and installed new PAC chemical system to support new re-use supplement system.
Owner's Representative: Don Vedner
Wastewater Operations Manager
Ph.: 407/ 944-5084
Cell: 407/ 501-1259
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 72,600.00
Completion Date: November 2022
- 164) Owner: City of Largo
Project Title: City of Largo WRF Liquid Polymer System Replacement
Description: Install two new liquid polymer systems to replace existing dry polymer systems along with activated polymer storage tank
Owner's Representative: Dave Winkler (dwinkler@largo.com)
WWTP Superintendent
Ph.: 727/ 518-3057

Cell: 727/ 424-7432

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 188,100

Completion Date: January 2023

165) Owner: City of St Petersburg

Project Title: City of Petersburg NE WWTP Sodium Hypochlorite Tank Replacement

Description: Install three new sodium hypochlorite tanks and replace two actuators

Owner's Representative: Craven Askew (craven.askew@stpete.org)

WWTP Superintendent

Ph.: 727/ 893-7779

Cell: 727/ 892-5116

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 52,800.00

Completion Date: December 2022



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B7c) Approval to award ITB #22-16 to Scotty Boy Landscaping for the Facility Landscape Maintenance Services

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award ITB #22-16 for Facility Landscape Maintenance Services to Scotty Boy Landscape & Maintenance LLC and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: On January 5, the City received four (4) bids for ITB #22-16 Facility Landscape Maintenance Services. Two of these responses were no bids. After careful review, Scotty Boy Landscape & Maintenance LLC was deemed the lowest, most responsive, and responsible bidder with a bid of \$347,140.00.

Bids are as follows:

Scotty Boys Landscape & Maintenance LLC	\$347,140
Yellowstone Landscape Services LLC	\$424,158
Brightview Landscape Services, Inc.	No bid
Duval Landscape Maintenance LLC	No bid

Staff is requesting a Standard Contract for Services to be executed per specifications outlined under ITB #22-16. The contract will have an initial term of two (2) years with two (2) one-year renewal options. Per the bid specifications, a Payment and Performance bond is required.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Standard Contract for Services	Scotty Boy Landscaping, ITB 22-16 Facility Landscape Maintenance Services - Standard Contract for Services.pdf
2.	Payment and Performance Bond	Scotty Boy Landscaping and Maintenance, LLC Payment and Performance Bond - ITB 22-16 Facility Landscaping Maintenance Services.pdf
3.	Dept Justification Memo - Bid Award	Dept Justification Memo - Bid Award.docx

4.	ITB 22-16 Notice of Intent to Award FINAL (1.17.2023)	ITB 22-16 Notice of Intent to Award FINAL (1.17.2023).pdf
5.	ITB 22-16 Pre-Bid Sign-In Sheet	ITB 22-16 Pre-Bid Sign-In Sheet.pdf
6.	ITB 22-16 Facility Landscape Maintenance	ITB 22-16 Facility Landscape Maintenance.pdf
7.	ITB 22-16 Bid Tabulation FINAL (1.17.2023)	ITB 22-16 Bid Tabulation FINAL (1.17.2023).pdf
8.	ITB 22-16 Attachment 1 - Schedule of Unit Pricing (2)	ITB 22-16 Attachment 1 - Schedule of Unit Pricing (2).xlsx
9.	ITB 22-16 Addendum 1	ITB 22-16 Addendum 1.pdf
10.	Scotty Boy Landscaping GL 8.12.2023 AL 4.4.2023 WC 6.13.2023	Scotty Boy Landscaping GL 8.12.2023 AL 4.4.2023 WC 6.13.2023.pdf
11.	Scotty Boy Landscaping COI - Auto 4.5.23	Scotty Boy Landscaping COI - Auto 4.5.23.pdf
12.	Affidavit Regarding Workers' Comp - Scotty Boy Landscaping	Affidavit Regarding Workers' Comp - Scotty Boy Landscaping.pdf
13.	ITB 22-16 Scotty Boy Landscaping submittal 1.5.2023	ITB 22-16 Scotty Boy Landscaping submittal 1.5.2023.pdf
14.	Leased Employee Affidavit 1.17.2023	Leased Employee Affidavit 1.17.2023.pdf

Kelly Klausky	Created/Initiated - 1/23/2023
Julia Wiggins	Approved - 1/24/2023
Richard Colby	Approved - 1/24/2023
Junos Reed	Approved - 1/24/2023
Tom DiEulio	Approved - 1/24/2023
Ronny Buttrum	Approved - 1/24/2023
Susan Lovallo	Approved - 1/30/2023
Lynn Stevens	Approved - 1/30/2023
John McKinney	Approved - 1/31/2023
Matthew Jones	Approved - 2/7/2023
Wayne Clark	Approved - 2/10/2023
Tracee Cody	Final Approval - 2/10/2023



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 1303 Dexter Drive West, Port Orange, Florida 32129. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Facility Landscape Maintenance Services, and as more specifically described in Intent to Bid 22-16 ("ITB 22-16"). This Contract together with ITB 22-16, Addendum No. 1, Exhibit "A" Mowing Sites, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work and Exhibit "A" Mowing Sites of ITB 22-16, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 22-16 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last day the Contract is signed by the Parties ("Effective Date"). The initial term of this Contract shall commence upon issuance of a written Notice to Proceed, and shall continue for a period of two (2) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to two (2) one-year periods.

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

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

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

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

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

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

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

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<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>	<u>Limits:</u> 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	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

20. Inspection

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

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

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

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

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5570
Contractor:	Scotty Boy Landscaping Maintenance, LLC Attention: Timothy S. Mims, Authorized Member 1303 Dexter Drive West Port Orange, Florida 32129 (386) 871-0290 - Telephone scottyboylandscaping@gmail.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

SCOTTY BOY LANDSCAPING MAINTENANCE, LLC

Printed Name:_____

Printed Name:_____

By:_____

Timothy S. Mims, Authorized Member

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

Date:_____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 11 Pages



ATTACHMENT 1 - SCHEDULE OF UNIT PRICING

Bidders are required to complete all Fields in green

Please fill in electronically and return on USB/thumb drive & print for paper copy of the ITB

Name of Business

Scotty Boy Landscaping & Maintenance, LLC

Contact Person

Scott Mims

Email Address

scottyboylandscaping@gmail.com

Authorized Signature

T. Scott Mims

Site Descriptions			Mowing		
	Square Footage	Acres	Number of mows	Cost Per Mow	Extended Cost
CLASS "A" MAINTENANCE					
1 City Hall Building Site	344,655	7.91	39	\$600.00	\$ 23,400.00
2 Gymnasium Site	179,450	4.12	39	\$200.00	\$ 7,800.00
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	39	\$104.00	\$ 4,056.00
4 Old Police Department Site	65,721	1.51	39	\$111.00	\$ 4,329.00
5 Fire Station #73 Site	16,770	0.39	39	\$75.00	\$ 2,925.00
6 City Center Sports Complex	578,082	13.27	39	\$970.00	\$ 37,830.00
7 City Hall Access Rights of Way	183,345	4.2	39	\$310.00	\$ 12,090.00
8 Gateway park	5,451	0.13	39	\$25.00	\$ 975.00
9 Coraci Sports Fields	474,750	10.9	39	\$795.00	\$ 31,005.00
10 Riverwalk Properties/Riverside Park	723,800	16.62	39	\$1,250.00	\$ 48,750.00
CLASS "B" MAINTENANCE					
11 Public Works Facility Site	70,569	1.5	36	\$110.00	\$ 3,960.00
12 Adult Activity Center Site	51,172	1.17	36	\$85.00	\$ 3,060.00
13 Fire Station #71 Site	30,204	0.69	36	\$75.00	\$ 2,700.00
14 Parks Department Facility Site	37,902	0.87	36	\$75.00	\$ 2,700.00
15 Fire Station #72 Site	55,124	1.27	36	\$100.00	\$ 3,600.00
16 Fire Station #74 Site	18,635	0.43	36	\$50.00	\$ 1,800.00
17 Fire Station #75 Site	50,979	1.17	36	\$85.00	\$ 3,060.00
18 Police Department Site	138,140	3.17	36	\$250.00	\$ 9,000.00
19 Causeway Park	293,290	7.48	36	\$550.00	\$ 19,800.00
20 Bushman Park	235,675	5.41	36	\$400.00	\$ 14,400.00
21 Spruce Creek Recreational Facility	79,291	1.82	36	\$145.00	\$ 5,220.00
22 Willow Run Park	26,481	0.61	36	\$50.00	\$ 1,800.00
23 Airport Road Park	87,064	2	36	\$150.00	\$ 5,400.00
24 Memorial Park	54,150	1.24	36	\$100.00	\$ 3,600.00
CLASS "C" MAINTENANCE					
25 Art Haus	23,467	0.54	32	\$45	\$ 1,440.00
26 White Place Baseball Field	81,771	1.88	32	\$100.00	\$ 3,200.00
27 Horizon Elementary Sports Field	195,624	4.49	32	\$250.00	\$ 8,000.00
28 Seminole Street Park	9,000	0.21	32	\$20.00	\$ 640.00
29 Oak Street Park	7,000	0.16	32	\$20.00	\$ 640.00
30 Main Street Park	6,000	0.14	32	\$20.00	\$ 640.00
31 Cedar Street Park	3,366	0.08	32	\$20.00	\$ 640.00
32 Riverside Drive Park	2,940	0.07	32	\$20.00	\$ 640.00
33 Cedar Street Median	6,104	0.14	32	\$20.00	\$ 640.00
34 Cedar Street Park (along canal)	17,075	0.39	32	\$45.00	\$ 1,440.00
35 East Bayshore Drive Park	32,880	0.75	32	\$65.00	\$ 2,080.00
36 Bretts Street Park	11,250	0.28	32	\$25.00	\$ 800.00
37 Harms Way Park	32,500	0.75	32	\$65.00	\$ 2,080.00
38 Southwinds Sports Fields	51,577	1.18	32	\$100.00	\$ 3,200.00
39 Devon Street Park	3,400	0.08	32	\$25.00	\$ 800.00
40 Dawnview Square	151,000	3.47	32	\$275.00	\$ 8,800.00
ANNUAL TOTAL FOR MOWING					\$ 287,500.00

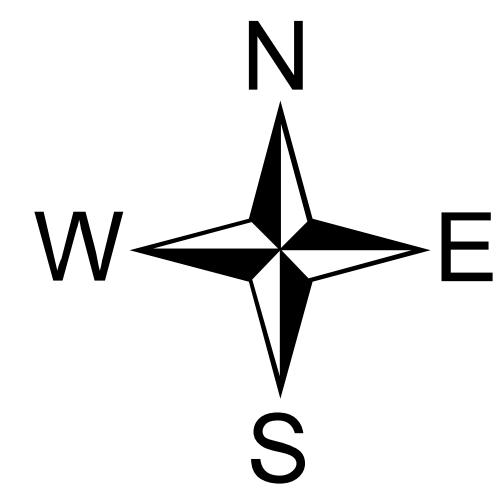
Site Descriptions			Turf Maintenance					
			MULCH		GRANULAR FERTILIZER			
	Square Footage	Acres	Est. quantities (yd ³)	Cost	no. of times/yr.	Cost Per Application	Extended Cost	Pesticide Treatment Cost
CLASS "A" MAINTENANCE								
1 City Hall Building Site	344,655	7.91	106	\$2,600.00	2	1000	\$ 2,000.00	\$ 950.00
2 Gymnasium Site	179,450	4.12	74	\$1,800.00	2	1000	\$ 2,000.00	\$ 400.00
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	29	\$700.00	2	400	\$ 800.00	\$ 100.00
4 Old Police Department Site	65,721	1.51	74	\$1,800.00	2	400	\$ 800.00	\$ 100.00
5 Fire Station #73 Site	16,770	0.39	13	\$300.00	2	150	\$ 300.00	\$ 50.00
6 City Center Sports Complex	578,082	13.27	13	\$400.00	2	1500	\$ 3,000.00	\$ 1,000.00
7 City Hall Access Rights of Way	183,345	4.2	43	\$1,050.00	2	1050	\$ 2,100.00	\$ 250.00
8 Gateway park	5,451	0.13	4	\$300.00	2	50	\$ 100.00	\$ 20.00
9 Coraci Sports Fields	474,750	10.9	17	\$500.00	2	1400	\$ 2,800.00	\$ 1,250.00
10 Riverwalk Properties/Riverside Park	723,800	16.62	5	\$2,400.00	N/A	N/A	N/A	N/A
CLASS "B" MAINTENANCE								
25 Art Haus	23,467	0.54	32	\$150	N/A	N/A	N/A	N/A
11 Public Works Facility Site	70,569	1.5	91	\$800.00	2	300	\$ 600.00	100
12 Adult Activity Center Site	51,172	1.17	12	\$350.00	2	300	\$ 600.00	75
13 Fire Station #71 Site	30,204	0.69	13	\$400.00	2	200	\$ 400.00	75
14 Parks Department Facility Site	37,902	0.87	15	\$450.00	2	250	\$ 500.00	75
15 Fire Station #72 Site	55,124	1.27	18	\$400.00	2	300	\$ 600.00	100
16 Fire Station #74 Site	18,635	0.43	15	\$500.00	2	100	\$ 200.00	75
17 Fire Station #75 Site	50,979	1.17	71	\$2,500.00	2	150	\$ 300.00	100
18 Police Department Site	138,140	3.17	67	\$2,800.00	2	800	\$ 1,600.00	250
19 Causeway Park	293,290	7.48	64	\$250.00	2	950	\$ 1,900.00	500

20	Bushman Park	235,675	5.41	12	\$300.00	N/A	N/A	N/A	N/A
21	Spruce Creek Recreational Facility	79,291	1.82	6	\$200.00	2	600	\$ 1,200.00	250
22	Airport Road Park	87,064	2	72	\$1,800.00	2	500	\$ 1,000.00	150
TOTALS					\$ 22,600.00			\$ 22,800.00	\$ 5,870.00
ANNUAL TOTAL FOR TURF MAINTENANCE								\$	51,270.00

Site Descriptions			Tree & Shrub Maintenance		
	Square Footage	Acres	Herbicide Treatment Annual Cost	Granular Fertilizer Annual Cost	Pesticide Treatment Annual Cost
CLASS "A" MAINTENANCE					
1 City Hall Building Site	344,655	7.91	\$ 50.00	\$ 250.00	\$ 100.00
2 Gymnasium Site	179,450	4.12	\$ 50.00	\$ 100.00	\$ 50.00
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	\$ 50.00	\$ 50.00	\$ 150.00
4 Old Police Department Site	65,721	1.51	\$ 50.00	\$ 50.00	\$ 100.00
5 Fire Station #73 Site	16,770	0.39	\$ 50.00	\$ 20.00	\$ 20.00
6 City Center Sports Complex	578,082	13.27	\$ 50.00	\$ 50.00	\$ 20.00
7 City Hall Access Rights of Way	183,345	4.2	\$ 50.00	\$ 50.00	\$ 100.00
8 Gateway park	5,451	0.13	\$ 50.00	\$ 30.00	\$ 20.00
9 Coraci Sports Fields	474,750	10.9	\$ 50.00	\$ 50.00	\$ 50.00
CLASS "B" MAINTENANCE					
10 Public Works Facility Site	70,569	1.5	\$ 50.00	\$ 50.00	\$ 100.00
11 Adult Activity Center Site	51,172	1.17	\$ 50.00	\$ 50.00	\$ 20.00
12 Fire Station #71 Site	30,204	0.69	\$ 100.00	\$ 20.00	\$ 20.00
13 Parks Department Facility Site	37,902	0.87	\$ 100.00	\$ 20.00	\$ 40.00
14 Fire Station #72 Site	55,124	1.27	\$ 100.00	\$ 20.00	\$ 20.00
15 Fire Station #74 Site	18,635	0.43	\$ 50.00	\$ 50.00	\$ 20.00
16 Fire Station #75 Site	50,979	1.17	\$ 50.00	\$ 50.00	\$ 75.00
17 Police Department Site	138,140	3.17	\$ 100.00	\$ 50.00	\$ 75.00
18 Causeway Park	293,290	7.48	\$ 100.00	\$ 50.00	\$ 75.00
19 Spruce Creek Recreational Facility	79,291	1.82	\$ 50.00	\$ 50.00	\$ 75.00
20 Airport Road Park	87,064	2	\$ 100.00	\$ 150.00	\$ 200.00
TOTALS			\$ 1,300.00	\$ 1,210.00	\$ 1,330.00
ANNUAL TOTAL FOR TREE & SHRUB MAINTENANCE					\$ 3,840.00

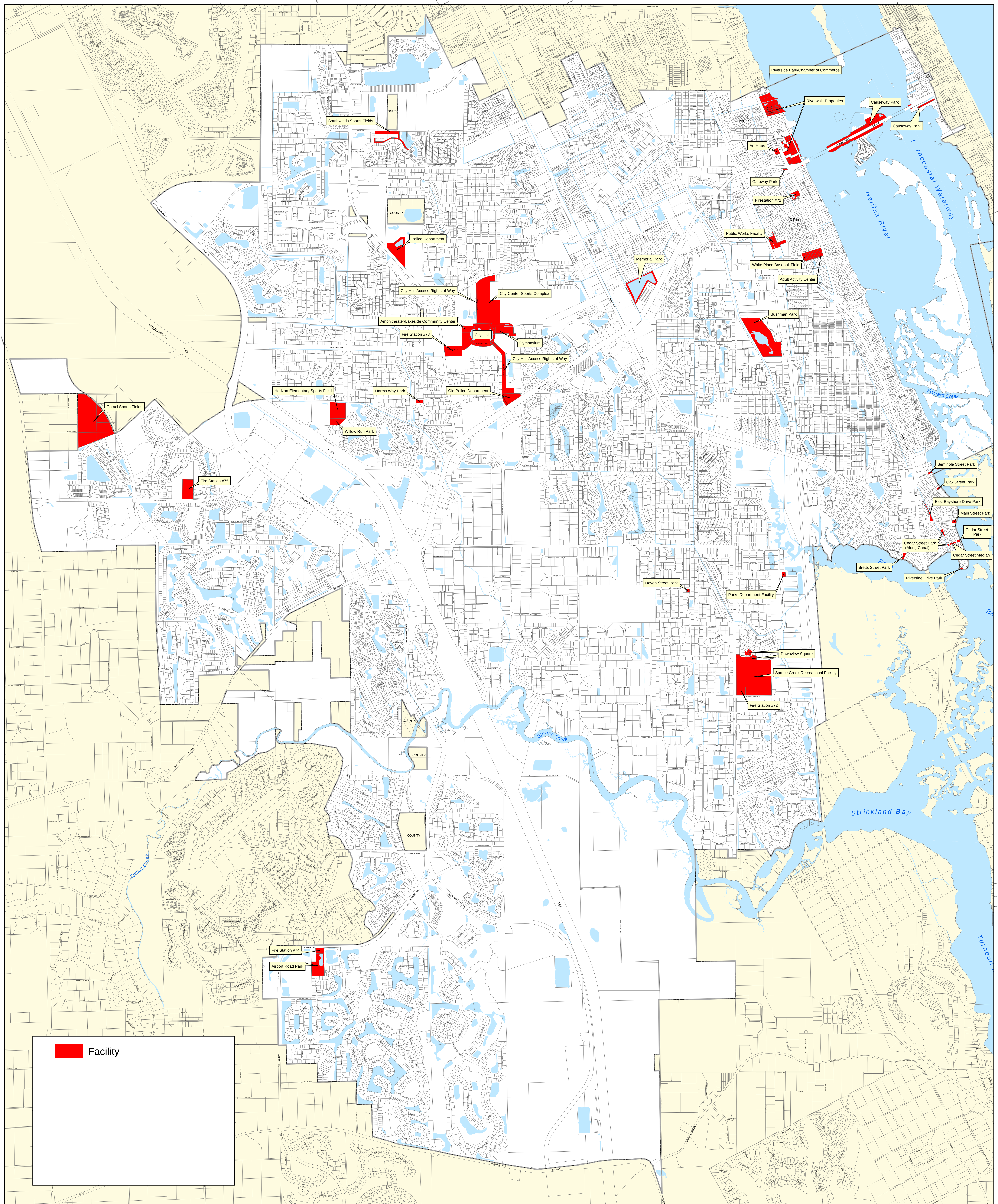
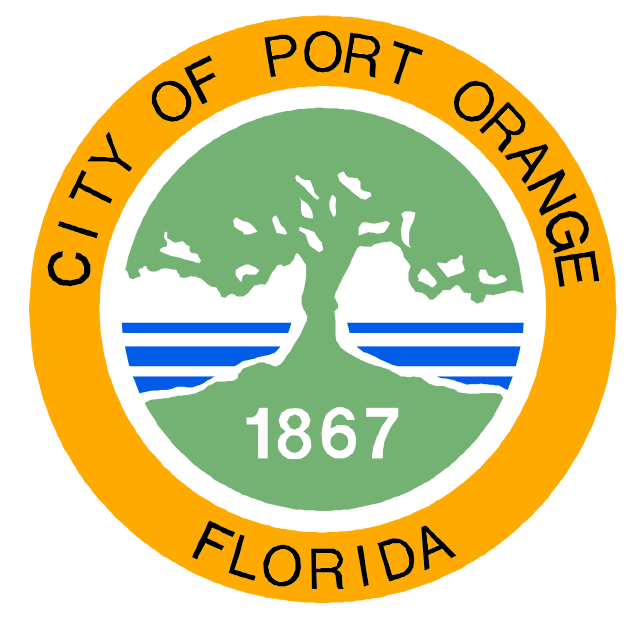
Site Descriptions			Palm Tree			
	Square Footage	Acres	Herbicide Treatment Annual Cost	Granular Fertilizer "Palm Special"		
				no. of times per year	Cost Per Application	Extended Cost
CLASS "A" MAINTENANCE						
1 City Hall Building Site	344,655	7.91	\$ 50.00	2	50	\$ 100.00
2 Gymnasium Site	179,450	4.12	\$ 50.00	2	20	\$ 40.00
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	\$ 50.00	2	20	\$ 40.00
4 Old Police Department Site	65,721	1.51	\$ 50.00	2	50	\$ 100.00
5 Fire Station #73 Site	16,770	0.39	\$ 50.00	N/A	N/A	N/A
6 City Center Sports Complex	578,082	13.27	\$ 50.00	2	50	\$ 100.00
7 City Hall Access Rights of Way	183,345	4.2	\$ 50.00	N/A	N/A	N/A
8 Gateway park	5,451	0.13	\$ 50.00	2	20	\$ 40.00
9 Coraci Sports Fields	474,750	10.9	\$ 50.00	N/A	N/A	N/A
CLASS "B" MAINTENANCE						
10 Public Works Facility Site	70,569	1.5	\$ 50.00	2	20	\$ 40.00
11 Adult Activity Center Site	51,172	1.17	\$ -	2	20	\$ 40.00
12 Fire Station #71 Site	30,204	0.69	\$ 50.00	2	0	\$ -
13 Parks Department Facility Site	37,902	0.87	\$ 50.00	N/A	N/A	N/A
14 Fire Station #72 Site	55,124	1.27	\$ 50.00	2	20	\$ 40.00
15 Fire Station #74 Site	18,635	0.43	\$ 50.00	N/A	N/A	N/A
16 Fire Station #75 Site	50,979	1.17	\$ 50.00	2	50	\$ 100.00
17 Police Department Site	138,140	3.17	\$ 50.00	2	50	\$ 100.00
18 Causeway Park	293,290	7.48	\$ 100.00	2	250	\$ 500.00
19 Spruce Creek Recreational Facility	79,291	1.82	\$ 100.00	2	150	\$ 300.00
20 Airport Road Park	87,064	2	\$ 100.00	2	150	\$ 300.00
TOTALS			\$ 1,100.00			\$ 1,840.00
ANNUAL TOTAL FOR PALM TREES						

ANNUAL GRAND TOTAL \$ 342,610.00



1 inch equals 1,000 feet
0 1,000 2,000 3,000 4,000 Feet

Department of Public Works Contracted Mowing



Facility

a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS

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

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

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER

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

SECTION 3 – SCOPE OF WORK

SCOPE OF WORK & SPECIFICATIONS:

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing a payment and performance bond, machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services at City facilities/buildings as described in Attachment 1 – Schedule of Unit Pricing.

MAINTENANCE CLASSES: Because each location requires different levels of service, three classifications of service have been developed. Each classification and corresponding number of maintenance visits are listed in Attachment 1 – Schedule of Unit Pricing.

Each class provides a general representation of the frequency of turf grass mowing/cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, remove or adjust tree stake kits, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that each bidder attend the non-mandatory meeting. Maps showing each area to be serviced are included in Exhibit A – Mowing Sites.

Class "A" Maintenance - Number of maintenance visits: A total of thirty-nine (39) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "A" location shall be serviced weekly (29 visits). The remaining months each location will be serviced twice per month (10 visits).

Class "B" Maintenance – Number of maintenance visits: A total of thirty-six (36) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "B" location shall be serviced twenty-six (26) times. The remaining months each location will be serviced twice per month (10 visits).

Class "C" Maintenance-Number of maintenance visits: A total of thirty-two (32) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (10 visits).

Because the grow season can be unpredictable, the City reserves the right to require addition maintenance services upon request. The City understands that this additional service would be at the City's expense. The price for additional service will be consistent with this contract price for the service class level and location.

Minimum Level of Service Required for Each Site:

TRASH/DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing, regardless of its source or size, from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to; excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

DEEP CLEANING: In addition to the regular scheduled maintenance, the below listed areas will receive a deep cleaning once (1) per month between February 1st and May 31st, not to exceed 4 cleanings. Deep cleaning must be performed during weekend hours (7 a.m. to 7 p.m. on Saturday, 10 a.m. to 6 p.m. on Sunday). The City will determine the service dates so cleaning does not interfere with community events. Deep cleaning includes ALL leaves, sticks, branches, etc. to be picked up and removed from designated areas. See below description:

- City Hall Building- Sidewalk around pond, ALL turf areas, ALL parking lots (excluding Volusia County's Library parking areas), plant beds, pedestrian tunnel, and stairs.
- City Hall Rights of Way- All turf areas, all roadside gutters/catch basins along City Center corridors (Drive, Circle, Parkway, and Boulevard).
- Fire Station 73 – Parking Lot, ALL turf areas, and plant beds.
- City Hall Annex - Parking Lot, ALL turf areas, and plant beds.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. All turf grass mowing heights shall be 3-1/2 inches.

Areas where large mowers are impractical shall be serviced using small push mowers or string trimmers. Examples include but not limited to the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall after each mowing leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes

edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. Chemical edging of plant beds and tree wells is not permitted. Contractor shall after edging leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or other City property. Ponds/lakes MUST be string trimmed to the water line.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway, ponds, lakes, or storm drains.

ENCROACHMENT: Sites will be marked with stakes to identify required maintenance area. Contractor will be responsible to maintain the push back of the bushes, weeds, wood lines, etc. that could be considered "encroachment" to said stakes.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. Pruning shall be performed monthly or as needed.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit the Contractor shall be responsible to remove all crisscross, dead, or broken branches. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches where applicable.

TREES: The contractor shall maintain all trees trimmed and lifted to 7 feet 6 inches where applicable and trim young trees to promote healthy growth patterns. All unwanted growth should be removed at each scheduled maintenance visit to include but NOT limited to sucker branches, moss, ferns, and vines.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. Use of Herbicides shall be performed per manufacturer's recommendations. The contractor shall remove subsequent dead plant material as needed. Weeding of all planting beds shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

- **HERBICIDES:** Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective

herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

FERTILIZATION, DISEASE AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

- **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow-release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.
- **PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.
- **SHRUB AND GROUND COVER FERTILIZATION:** All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow-release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the root ball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.
- **DISEASE & INSECT CONTROL:** Contractor shall be responsible for the immediate control and identification of any insect or disease-causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to top-dressing mulch areas with the same type of existing mulch. The bidder is responsible for visiting each site to determine the type of existing mulch in order to bid the correct type of mulch. Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas MUST be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site. Contractor is to provide the City with the documentation of amount used at each location.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities and any such repairs shall be at the Contractor's cost. The Contractor will be responsible for replacing any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be repaired each mow cycle. The contractor will perform irrigation repairs based on time and materials. Time and materials will need to be quoted and approved by the City.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and/or gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on rights-of-way must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add, trade or substitute similar sized areas for other areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor. All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

MODIFICATION OF CONTRACT: The City may add or reduce work during the term of the contract. If work is added or removed, the change will be made to the schedule of unit pricing and sent to the Contractor for signature and in the case of added work, Contractor will complete pricing for the new line item/s. All changes must be in writing and approved by all parties.

If any such additions or reductions in work result in a change to the amount paid to the Contractor, a change order will be needed to amend the Contractor's purchase order. All change orders must be approved by the City. Changes of 10% or greater will require a change in the scope of work and City Council approval. The Contractor shall not begin work on any alteration requiring a change order or amendment until the agreement, setting forth the changes has been executed in writing by the City and the Contractor.

MAP:

You can find separate PDFs of this 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:

- **"Exhibit A" – Mowing Sites**

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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)

108. **WARRANTIES**

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

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of one-hundred twenty (120) days from the ITB opening date.

CONTRACT TERM:

Contract will be for two (2) years from date of Notice to Proceed. Contract will be renewable for up to two (2) one-year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

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 7.11 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive. Include printed pages from the website showing company name and E-Verify registration number.

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 (not older than 3 months) 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 their submittal package will be deemed non-responsive.

Upon award, the successful bidder will be required to furnish and pay for a Payment and Performance Bond equal to one hundred percent (100%) of the contract amount to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. 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:

If this Solicitation requires submission of a bid guarantee and/or payment and performance bonds, there will be a separate section in the ITB document explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond, certified check or bank draft shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. A successful

Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid. Respondents who are not awarded a contract are entitled to the return of their surety.

Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City with the Clerk of the Circuit Court, Volusia County, Florida, at the Contractor's sole cost and expense. 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.

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.

EXHIBIT "2"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Scotty Boy Landscaping and Maintenance, LLC
Principal Business Address: 1313 Dexter Drive West
Port Orange, Florida 32129
Contact Person: Timothy S. Mims, A Member
Phone Number: (386) 871-0290

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: \$347,140.00 **City Case/Project No.** ITB 22-16 Facility Landscape Maintenance
Description of Work: ITB 22-16 Facility Landscape Maintenance

Project Location: Various Locations in and around City of Port Orange, Volusia County, Florida

Legal Description: Various Locations in and around City of Port Orange, Volusia County, Florida
Front Page

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

Scotty Boy Landscaping and Maintenance, LLC

ITB 22-16 Facility Landscape Maintenance

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, **SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **THREE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS (\$347,140.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Facility Landscape Maintenance, 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 shall be deemed an original, this _____, day of _____, 2023.

Attest:

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Timothy S. Mims, A Member

(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.

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: Scotty Boy Landscaping and Maintenance, LLC
Principal Business Address: 1313 Dexter Drive West
Port Orange, Florida 32129
Contact Person: Timothy S. Mims, A Member
Phone Number: (386) 871-0290

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: \$347,140.00 **City Case/Project No.** ITB 22-16 Facility Landscape Maintenance
Description of Work: ITB 22-16 Facility Landscape Maintenance

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Scotty Boy Landscaping and Maintenance, LLC

ITB 22-16 Facility Landscape Maintenance

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, **SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **THREE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED FORTY AND 00/100 DOLLARS (\$347,140.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Facility Landscape Maintenance, 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 shall be deemed an original, this _____, day of _____, 2023.

Attest:

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Timothy S. Mims, A Member

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: January 23, 2023

SUBJECT: Award ITB 22-16 Facility Landscape Maintenance Services

REQUEST:

The Public Works & Utilities Department is requesting City Council approval to award ITB 22-16 Facility Landscape Maintenance Services to Scotty Boy Landscape & Maintenance LLC who has been deemed as the lowest, responsible, and responsive contractor for the amount of \$347,140.

PURPOSE:

The purpose of this request is provided facility landscape service.

CONSIDERATION:

On January 5, the City received four (4) bids to ITB #22-16 Facility Landscape Maintenance Services, two were no bids. After careful review, Scotty Boy Landscape & Maintenance LLC was deemed the lowest, most responsive, and responsible bidder with a bid of \$347,140.00.

Bids as follows:

Scotty Boys Landscape & Maintenance LLC	\$347,140
Yellowstone Landscape Services LLC	\$424,158
Brightview Landscape Services, Inc	No bid
Duval Landscape Maintenance LLC	No bid

The Public Works & Utilities Department is requesting a Standard Contract for Services to be executed per specifications outlined under the ITB22-16. Contract will have an initial term of two (2) years with two (2) one-year renewal options. Per bid, a Payment and Performance bond is required.

FUNDING:

Fund: 001

Fund Name: General Fund

Cost Center: Parks & Recreation

Program: Parks

Spend Category: Grounds Maintenance Services

Budget: \$242,998

Actual: \$242,998 (70%)

Fund: 001

Fund Name: General Fund

Cost Center: Public Works

Program: Grounds Maintenance

Spend Category: Grounds Maintenance Services

Budget: \$104,142

Actual: \$104,142 (30%)

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approval to award ITB 22-16 Facility Landscape Maintenance Services to Scotty Boy Landscape & Maintenance LLC who has been deemed as the lowest, responsible, and most responsive contractor.

ANTICIPATED SCHEDULE:

- a.) Council Approval: February 21, 2023
- b.) Executed Standard Contract for Services: March 1, 2023.

ATTACHMENTS:

- a.) All bid documents



NOTICE OF INTENT TO AWARD

January 17, 2023

ITB #22-16 FACILITY LANDSCAPE MAINTENANCE SERVICES

On January 5, the City of Port Orange received four (4) submittals for ITB #22-16 Facility Landscape Maintenance Services.

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

SCOTTY BOY LANDSCAPE & MAINTENANCE LLC

This recommendation of award will be presented to City Council for approval in the near future. Interested parties may review the City Council agenda at: <https://www.port-orange.org/776/Agendas-and-Minutes>.

Joseph Castro
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on January 20, 2023 at 10:00 AM E.S.T.



NON-MANDATORY PRE-BID CONFERENCE
December 15, 2022 @ 10:00 AM

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

ITB #22-16 Facility Landscape Maintenance Services

PLEASE WRITE CLEARLY

Page 1

#	Name	Signature	Title	Company	Phone	Email
1	Jill Poolman		Purchasing Manager	City of Port Orange	386-506-5718	jpoolman@port-orange.org
2	Ronny Buttrum		Deputy Director of PW	City of Port Orange	386-506-5584	rbuttrum@port-orange.org
3	LYNN ENGLISH			Scotty Boy		
4	Chad Wood		Business Dev	Brightview	407-669-3957	Chad.Wood@brightview.com
5	Zachary Foyil		Estimator	Brightview	407 463 2494	Zachary.foyil@brightview.com
6	Bryce Barton		Owner	Barton and Barton	(386) 677-6593	Bartonandbarton@bellsouth.net
7	Bryan Clyborne		Business Developer	Yellowstone Landscape	407-495-8726	BClyborne@YellowstoneLandscape.com
8	Scott Mins		Owner	ScottyBoyLandscaping	386-872-0568	ScottyBoyLandscaping.com
9	Richard Casey		Project Mgr	C.O.P.O.		
10						

Buyer/Purchasing Agent Signature

Witness Signature

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

ITB # 22-16

FACILITY LANDSCAPE MAINTENANCE SERVICES



City of Port Orange
Purchasing Division
Prepared by: Jennifer Cox
Release Date:

Bid Due Date & Time: January 5, 2023 @ 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 Bidders

ITB #22-16 Facility Landscape Maintenance Services

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #22-16 Facility Landscape Maintenance Services. 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 January 5, 2023** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.**

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) on **December 15, 2022** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All Bidders are encouraged to attend the Non-Mandatory Pre-Bid Conference. 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 bid.

DESCRIPTION: *Grounds Maintenance for Public Facilities and Park Areas*

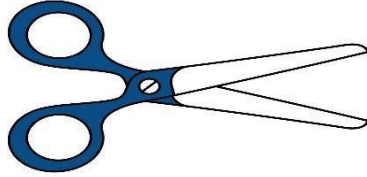
Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Bidders must be properly registered and licensed to provide the services identified in the scope of work by all applicable state and local agencies.

All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com. Local Bidders may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to Jennifer Cox, Purchasing Agent, jcox@port-orange.org and purchdiv@port-orange.org and reference "Questions on ITB #22-16 Facility Landscape Maintenance Services" in the subject line. Last day for questions will be December 22, 2022 by 5:00 P.M.

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 #22-16

BID TITLE: Facility Landscape Maintenance Services

DUE DATE/TIME: January 5, 2023 at 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

BIDDER'S ADDRESS: _____

DELIVER TO: City Of Port Orange City Clerk's Office
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)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO BIDDERS.....	5
SECTION 3 – SCOPE OF WORK.....	8
SECTION 4 – STANDARD PURCHASE DEFINITIONS	14
SECTION 5 – GENERAL TERMS AND CONDITIONS.....	16
SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS	37
SECTION 7 – REQUIRED FORMS	39
FORM 7.1 – BID SUBMITTAL CHECKLIST	39
FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM	40
FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	41
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT	42
FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES	43
FORM 7.6 – ANTI-COLLUSION FORM.....	44
FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS.....	45
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	46
FORM 7.9 – LISTING OF SUBCONTRACTORS	48
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	49
FORM 7.11 – E-VERIFY AFFIDAVIT	50
FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY.....	51
FORM 7.13 – NO SUBMITTAL RESPONSE FORM	52
ATTACHMENT 1 – SCHEDULE OF UNIT PRICING.....	53
BID BOND	56
PAYMENT & PERFORMANCE BOND	58
LEASED EMPLOYEE AFFIDAVIT (for informational purposes only).....	61
AFFIDAVIT REGARDING WORKERS’ COMPENSATION (for informational purposes only).....	62
CITY OF PORT ORANGE CONTRACT DOCUMENTS (for informational purposes only)	63

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for grounds maintenance for public facilities and park areas.

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 of any language, requirements, etc. or any combination thereof that 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.

SECTION 2 – INSTRUCTIONS TO BIDDERS

Bidders desiring to provide services, as described herein shall submit sealed bids, including one (1) original 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.

DESCRIPTION	DATE
Date of Distribution	December 1, 2022
Non-Mandatory Pre-bid Conference	December 15, 2022 at 10:00 AM
Deadline for Questions	December 22, 2022 by 5:00 PM
Final Addendum Posting	December 29, 2022 by 5:00 PM
Bids Due	January 5, 2023 by 2:30 PM
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, FL 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:

- Invitation to Bid (ITB) Number and Title
- Date of Opening
- Name of Bidder
- 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. The City will not be responsible for deliveries made to any place other than the specified address.

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

All bids will be opened publicly and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all bids or parts of bids if it is in the best interest of the City.

PRE-BID CONFERENCE

There will be a Non-Mandatory Pre-Bid Conference 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 are encouraged to attend the Non-Mandatory Pre-Bid Conference.** All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly.

QUESTIONS REGARDING THIS ITB

All questions shall reference "ITB # 22-16 Facility Landscape Maintenance Services" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
jcox@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received. Bidders should acknowledge the correct number of addenda received as part of their bids. Addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

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

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

CLARIFICATIONS

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

MINIMUM QUALIFICATIONS

Bidders shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide verifiable references may cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

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

SCHEDULE OF UNIT PRICING

Schedule of Unit Pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the Schedule of Unit Pricing as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form (7.2).

BID SUBMISSION AND WITHDRAWAL

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

CORRECTION OF BIDS

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

WITHDRAWAL OF BIDS

NO bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. 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 City bears 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 in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY

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

a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS

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

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

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER

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

SECTION 3 – SCOPE OF WORK

SCOPE OF WORK & SPECIFICATIONS:

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing a payment and performance bond, machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services at City facilities/buildings as described in Attachment 1 – Schedule of Unit Pricing.

MAINTENANCE CLASSES: Because each location requires different levels of service, three classifications of service have been developed. Each classification and corresponding number of maintenance visits are listed in Attachment 1 – Schedule of Unit Pricing.

Each class provides a general representation of the frequency of turf grass mowing/cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, remove or adjust tree stake kits, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that each bidder attend the non-mandatory meeting. Maps showing each area to be serviced are included in Exhibit A – Mowing Sites.

Class "A" Maintenance - Number of maintenance visits: A total of thirty-nine (39) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "A" location shall be serviced weekly (29 visits). The remaining months each location will be serviced twice per month (10 visits).

Class "B" Maintenance – Number of maintenance visits: A total of thirty-six (36) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "B" location shall be serviced twenty-six (26) times. The remaining months each location will be serviced twice per month (10 visits).

Class "C" Maintenance-Number of maintenance visits: A total of thirty-two (32) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (10 visits).

Because the grow season can be unpredictable, the City reserves the right to require addition maintenance services upon request. The City understands that this additional service would be at the City's expense. The price for additional service will be consistent with this contract price for the service class level and location.

Minimum Level of Service Required for Each Site:

TRASH/DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing, regardless of its source or size, from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to; excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

DEEP CLEANING: In addition to the regular scheduled maintenance, the below listed areas will receive a deep cleaning once (1) per month between February 1st and May 31st, not to exceed 4 cleanings. Deep cleaning must be performed during weekend hours (7 a.m. to 7 p.m. on Saturday, 10 a.m. to 6 p.m. on Sunday). The City will determine the service dates so cleaning does not interfere with community events. Deep cleaning includes ALL leaves, sticks, branches, etc. to be picked up and removed from designated areas. See below description:

- City Hall Building- Sidewalk around pond, ALL turf areas, ALL parking lots (excluding Volusia County's Library parking areas), plant beds, pedestrian tunnel, and stairs.
- City Hall Rights of Way- All turf areas, all roadside gutters/catch basins along City Center corridors (Drive, Circle, Parkway, and Boulevard).
- Fire Station 73 – Parking Lot, ALL turf areas, and plant beds.
- City Hall Annex - Parking Lot, ALL turf areas, and plant beds.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. All turf grass mowing heights shall be 3-1/2 inches.

Areas where large mowers are impractical shall be serviced using small push mowers or string trimmers. Examples include but not limited to the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall after each mowing leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes

edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. Chemical edging of plant beds and tree wells is not permitted. Contractor shall after edging leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or other City property. Ponds/lakes MUST be string trimmed to the water line.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway, ponds, lakes, or storm drains.

ENCROACHMENT: Sites will be marked with stakes to identify required maintenance area. Contractor will be responsible to maintain the push back of the bushes, weeds, wood lines, etc. that could be considered "encroachment" to said stakes.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. Pruning shall be performed monthly or as needed.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit the Contractor shall be responsible to remove all crisscross, dead, or broken branches. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches where applicable.

TREES: The contractor shall maintain all trees trimmed and lifted to 7 feet 6 inches where applicable and trim young trees to promote healthy growth patterns. All unwanted growth should be removed at each scheduled maintenance visit to include but NOT limited to sucker branches, moss, ferns, and vines.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. Use of Herbicides shall be performed per manufacturer's recommendations. The contractor shall remove subsequent dead plant material as needed. Weeding of all planting beds shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

- **HERBICIDES:** Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective

herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

FERTILIZATION, DISEASE AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

- **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow-release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.
- **PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.
- **SHRUB AND GROUND COVER FERTILIZATION:** All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow-release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the root ball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.
- **DISEASE & INSECT CONTROL:** Contractor shall be responsible for the immediate control and identification of any insect or disease-causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to top-dressing mulch areas with the same type of existing mulch. The bidder is responsible for visiting each site to determine the type of existing mulch in order to bid the correct type of mulch. Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas MUST be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site. Contractor is to provide the City with the documentation of amount used at each location.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities and any such repairs shall be at the Contractor's cost. The Contractor will be responsible for replacing any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be repaired each mow cycle. The contractor will perform irrigation repairs based on time and materials. Time and materials will need to be quoted and approved by the City.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and/or gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on rights-of-way must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add, trade or substitute similar sized areas for other areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor. All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

MODIFICATION OF CONTRACT: The City may add or reduce work during the term of the contract. If work is added or removed, the change will be made to the schedule of unit pricing and sent to the Contractor for signature and in the case of added work, Contractor will complete pricing for the new line item/s. All changes must be in writing and approved by all parties.

If any such additions or reductions in work result in a change to the amount paid to the Contractor, a change order will be needed to amend the Contractor's purchase order. All change orders must be approved by the City. Changes of 10% or greater will require a change in the scope of work and City Council approval. The Contractor shall not begin work on any alteration requiring a change order or amendment until the agreement, setting forth the changes has been executed in writing by the City and the Contractor.

MAP:

You can find separate PDFs of this 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:

- **"Exhibit A" – Mowing Sites**

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employ mentor practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.

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

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by the Bidder. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is

nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the number of addenda received on the "Bidder's Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Bidder to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at <https://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 the Bidder from all contractual obligations.

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

A Florida corporation or partnership is required to provide evidence with its response that the Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not

with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

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

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

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents. The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

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

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, statements, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager

sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

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

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **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.

14. **BONDS**

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

15. **CERTIFICATE OF INSURANCE**

Upon issuance of a notice of intent to award, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as Additional Insured prior to execution of the contract.

16. **CHANGE ORDERS**

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

17. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Bidder is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000, time and/or scope of the awarded Contract. The Bidder shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

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

19. **CONDUCT OF BIDDERS**

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

20. **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-Bid Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and

- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

21. **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.

22. **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.

23. **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. 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.

24. **CONTRACT OBLIGATION**

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

25. **CONTRACT RENEWALS**

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

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**

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

29. **DEBARMENT HISTORY**

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass

the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Bid Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

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

- a. The ability, capacity and skill of the Bidder to perform the contract.
- b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **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.

34. **DISQUALIFICATION OF BIDDER**

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

35. **EVALUATION**

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

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **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.

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

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.

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

The City may award a solicitation to multiple Bidders and the need for a "tiebreaker" would therefore not be necessary. However, for award to one Bidder, in the event of a tie between two or more Bidders, the award shall be made to the Bidder who meets one of the below criteria in the sequence provided when all other factors are equal. For example: two Bidders are tied and both are in compliance with #1 below (Drug-free workplace pursuant to F.S. § 287.087). If only one of the tied Bidders 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, the award would 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 Bidder, subject to verification at the City's option.

47. **INDEMNIFICATION/HOLD HARMLESS**

- (a) Bidder shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Bidder, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.
- (b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Bidder's work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

48. **INDEPENDENT CONTRACTOR**

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

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a 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.

50. **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.

51. **INSURANCE REQUIREMENTS**

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

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Bidder shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Bidder shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

[Remainder of this page left intentionally blank]

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	<table border="0"> <tr> <td><u>Contract Amount</u></td> <td><u>Limits</u></td> </tr> <tr> <td>Up to \$10 million</td> <td>Statutory/\$500,000</td> </tr> <tr> <td>\$10 - \$20 million</td> <td>Statutory/\$1,000,000</td> </tr> </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 each 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 Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
Additional Insurance Requirements									
☐	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> 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 required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.						
☐	Installation Floater (IT)	<u>Limits:</u> Coverage – To Be Determined							
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000							
☐	Professional Liability/Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000							
☐	Umbrella Policy	<u>Limits:</u> Coverage – To Be Determined							
☒	Payment and Performance Bond required	<u>Limits:</u> Coverage – equal to amount of contract							
☐	City Manager waives Payment and Performance Bond for work under \$100,000								
☐	Unless otherwise required by law, City Manager waives insurance for FOB goods.								

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52. **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.

53. **IRREVOCABILITY OF RESPONSES**

Each Bidder agrees that Responses shall remain open until the contract effective date not to exceed ninety (90) days after the award 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.

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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).

67. **PATENTS/COPYRIGHTS**

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

68. **PRE-BID CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the solicitation legal advertisement and solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. 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.

69. **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.

70. **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.

71. **PRICING**

The Bidder certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of one hundred twenty (120) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of one hundred twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one hundred twenty (120) 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.

72. **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.

73. **PROPRIETARY 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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.
80. **QUESTIONS/INTERPRETATIONS**
Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
81. **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.
82. **RECYCLED MATERIALS**
City of Port Orange encourages the use of products made of recycled materials.
83. **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.)
84. **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.
85. **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.

86. **RIGHT OF WITHDRAWAL**
A bid, proposal, statement, or reply may not be withdrawn before the expiration of one hundred twenty (120) days from the Response due date.
87. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**
All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Bidders shall become the property of the City when received.
88. **RULES, REGULATIONS AND LICENSING REQUIREMENT**
The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.
89. **SAMPLES**
Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.
90. **SEPARATION AND DISTRUBUTION**
The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.
91. **SEVERABILITY**
If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
92. **SIGNATURE REQUIRED**
All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.
93. **SIGNED RESPONSE CONSIDERED AN OFFER**
The signed Response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
94. **SILENCE OF SPECIFICATIONS**
The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
95. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**
Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's

authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Jennifer Cox, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be unopened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/ package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

96. **STATE LICENSING REQUIREMENTS**

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

97. **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.

98. **SUPPLEMENTAL MATERIALS**

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

99. **TAXES**

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

100. **TERM CONTRACTS**

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

101. **TERMINATION CONVENIENCE – NOTICE**

The City of Port Orange reserves the right to terminate the contract for default if the 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.

102. **TERMINATION - NOTICE**

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

103. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The 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.

104. **UNBALANCED BID**

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

105. **USE OF SOLICITATION FORMS**

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

106. **VARIANCES**

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

107. **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)

108. **WARRANTIES**

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

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of one-hundred twenty (120) days from the ITB opening date.

CONTRACT TERM:

Contract will be for two (2) years from date of Notice to Proceed. Contract will be renewable for up to two (2) one-year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

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 7.11 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive. Include printed pages from the website showing company name and E-Verify registration number.

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 (not older than 3 months) 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 their submittal package will be deemed non-responsive.

Upon award, the successful bidder will be required to furnish and pay for a Payment and Performance Bond equal to one hundred percent (100%) of the contract amount to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. 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:

If this Solicitation requires submission of a bid guarantee and/or payment and performance bonds, there will be a separate section in the ITB document explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond, certified check or bank draft shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. A successful

Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid. Respondents who are not awarded a contract are entitled to the return of their surety.

Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City with the Clerk of the Circuit Court, Volusia County, Florida, at the Contractor's sole cost and expense. 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.

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.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☐ Form 7.2 – Bidder’s Acknowledgement Form
- ☐ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☐ Form 7.4 – Drug Free Preference Statement
- ☐ Form 7.5 – Public Entity Crimes Statement
- ☐ Form 7.6 – Anti-Collusion Form
- ☐ Form 7.7 – Statement of Bidder’s Qualifications
- ☐ Form 7.8 – Professional References for Previous Experience
- ☐ Form 7.9 – List of Subcontractors
- ☐ Form 7.10 – Local Business Affidavit of Eligibility
- ☐ Form 7.11 – E-Verify Affidavit
- ☐ Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- ☐ Form 7.13 – No Submittal Response Form
- ☐ Attachment 1 – Schedule of Unit Pricing
- ☐ Current Bonding Capacity Letter (as outlined in Section 6)
- ☐ Copy of Licenses (Florida Certified General Contractor, Sunbiz, etc.)
- ☐ Bid Bond
- ☐ 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 ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) 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 ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am 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 the 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

Printed Name and Title

Telephone Number

Federal Identification No.

E-mail Address

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ 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 7.3 – 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, Specification and any other documents accompanying or made a part of this ITB.

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 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.

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

☐ Is personally know 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 are equal with respect to price, quality and service are received by the City for 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 a 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 the 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 the 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 an 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

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ I personally know 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 ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

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

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one hundred twenty (120) 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, question 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 SHET & 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, form or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder’s Qualifications.

STATE OF: _____
COUNTY OF: _____

Name of Business

Authorized Signature

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2022, by _____ and who:
☐Is personally know to me; or ☐has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. Please provide three (3) current and correct references from clients for similar services. **(DO NOT include the City of Port Orange)**

1. Company Name: _____

Contact Person: _____

City, State: _____

Telephone Number: _____

Email Address: _____

Description of goods/services provided: _____

Contract Amount: _____

Start/End Date of Contract: _____

2. Company Name: _____

Contact Person: _____

City, State: _____

Telephone Number: _____

Email Address: _____

Description of goods/services provided: _____

Contract Amount: _____

Start/End Date of Contract: _____

3. Company Name: _____

Contact Person: _____

City, State: _____

Telephone Number: _____

Email Address: _____

Description of goods/services provided: _____

Contract Amount: _____

Start/End Date of Contract: _____

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

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

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

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

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 Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 2**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 3**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 4**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 5**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

This document must be completed and returned with your submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# (as applicable): _____

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City, State, Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐ Headquarters ☐ Principal Place of Business

Within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****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 bid or proposal 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

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ and who:

☐ I personally know 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 7.11 – E-VERIFY AFFIDAVIT



**CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES**

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

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

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2022, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective 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 and Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted for had a civil judgement 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 statement 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 and Title of Authorized Representative

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:

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no response”.

- ☐ Specifications “too tight” or geared toward on 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.



CITY OF PORT ORANGE
1867
FLORIDA

ATTACHMENT 1 - SCHEDULE OF UNIT PRICING

Bidders are required to complete all Fields in green

Please fill in electronically and return on USB/thumb drive & print for paper copy of the ITB

Name of Business					
Contact Person					
Email Address					
Authorized Signature					

Site Descriptions			Mowing		
	Square Footage	Acres	Number of mows	Cost Per Mow	Extended Cost
CLASS "A" MAINTENANCE					
1 City Hall Building Site	344,655	7.91	39		\$ -
2 Gymnasium Site	179,450	4.12	39		\$ -
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	39		\$ -
4 Old Police Department Site	65,721	1.51	39		\$ -
5 Fire Station #73 Site	16,770	0.39	39		\$ -
6 City Center Sports Complex	578,082	13.27	39		\$ -
7 City Hall Access Rights of Way	183,345	4.2	39		\$ -
8 Gateway park	5,451	0.13	39		\$ -
9 Coraci Sports Fields	474,750	10.9	39		\$ -
10 Riverwalk Properties/Riverside Park	723,800	16.62	39		\$ -
CLASS "B" MAINTENANCE					
11 Public Works Facility Site	70,569	1.5	36		\$ -
12 Adult Activity Center Site	51,172	1.17	36		\$ -
13 Fire Station #71 Site	30,204	0.69	36		\$ -
14 Parks Department Facility Site	37,902	0.87	36		\$ -
15 Fire Station #72 Site	55,124	1.27	36		\$ -
16 Fire Station #74 Site	18,635	0.43	36		\$ -
17 Fire Station #75 Site	50,979	1.17	36		\$ -
18 Police Department Site	138,140	3.17	36		\$ -
19 Causeway Park	293,290	7.48	36		\$ -
20 Bushman Park	235,675	5.41	36		\$ -
21 Spruce Creek Recreational Facility	79,291	1.82	36		\$ -
22 Willow Run Park	26,481	0.61	36		\$ -
23 Airport Road Park	87,064	2	36		\$ -
24 Memorial Park	54,150	1.24	36		\$ -
CLASS "C" MAINTENANCE					
25 Art Haus	23,467	0.54	32		\$ -
26 White Place Baseball Field	81,771	1.88	32		\$ -
27 Horizon Elementary Sports Field	195,624	4.49	32		\$ -
28 Seminole Street Park	9,000	0.21	32		\$ -
29 Oak Street Park	7,000	0.16	32		\$ -
30 Main Street Park	6,000	0.14	32		\$ -
31 Cedar Street Park	3,366	0.08	32		\$ -
32 Riverside Drive Park	2,940	0.07	32		\$ -
33 Cedar Street Median	6,104	0.14	32		\$ -
34 Cedar Street Park (along canal)	17,075	0.39	32		\$ -
35 East Bayshore Drive Park	32,880	0.75	32		\$ -
36 Bretts Street Park	11,250	0.28	32		\$ -
37 Harms Way Park	32,500	0.75	32		\$ -
38 Southwinds Sports Fields	51,577	1.18	32		\$ -
39 Devon Street Park	3,400	0.08	32		\$ -
40 Dawnview Square	151,000	3.47	32		\$ -
			ANNUAL TOTAL FOR MOWING \$ -		

				Turf Maintenance						
Site Descriptions				MULCH		GRANULAR FERTILIZER				
			Square Footage	Acres	Est. quantities (yd ³)	Cost	no. of times/yr.	Cost Per Application	Extended Cost	Pesticide Treatment Cost
CLASS "A" MAINTENANCE										
1	City Hall Building Site			344,655	7.91	106		2	\$ -	
2	Gymnasium Site			179,450	4.12	74		2	\$ -	
3	Amphitheater/Lakeside Community Center Site			61,705	1.42	29		2	\$ -	
4	Old Police Department Site			65,721	1.51	74		2	\$ -	
5	Fire Station #73 Site			16,770	0.39	13		2	\$ -	
6	City Center Sports Complex			578,082	13.27	13		2	\$ -	
7	City Hall Access Rights of Way			183,345	4.2	43		2	\$ -	
8	Gateway park			5,451	0.13	4		2	\$ -	
9	Coraci Sports Fields			474,750	10.9	17		2	\$ -	
10	Riverwalk Properties/Riverside Park			723,800	16.62	5		N/A	N/A	N/A
CLASS "B" MAINTENANCE										
25	Art Haus			23,467	0.54	32		N/A	N/A	N/A
11	Public Works Facility Site			70,569	1.5	91		2	\$ -	
12	Adult Activity Center Site			51,172	1.17	12		2	\$ -	
13	Fire Station #71 Site			30,204	0.69	13		2	\$ -	
14	Parks Department Facility Site			37,902	0.87	15		2	\$ -	
15	Fire Station #72 Site			55,124	1.27	18		2	\$ -	
16	Fire Station #74 Site			18,635	0.43	15		2	\$ -	
17	Fire Station #75 Site			50,979	1.17	71		2	\$ -	
18	Police Department Site			138,140	3.17	67		2	\$ -	
19	Causeway Park			293,290	7.48	64		2	\$ -	
20	Bushman Park			235,675	5.41	12		N/A	N/A	N/A
21	Spruce Creek Recreational Facility			79,291	1.82	6		2	\$ -	
22	Airport Road Park			87,064	2	72		2	\$ -	
				TOTALS		\$ -			\$ -	\$ -
ANNUAL TOTAL FOR TURF MAINTENANCE										\$ -

Site Descriptions				Tree & Shrub Maintenance				
			Square Footage	Acres	Herbicide Treatment Annual Cost	Granular Fertilizer Annual Cost	Pesticide Treatment Annual Cost	
CLASS "A" MAINTENANCE								
1	City Hall Building Site			344,655	7.91			
2	Gymnasium Site			179,450	4.12			
3	Amphitheater/Lakeside Community Center Site			61,705	1.42			
4	Old Police Department Site			65,721	1.51			
5	Fire Station #73 Site			16,770	0.39			
6	City Center Sports Complex			578,082	13.27			
7	City Hall Access Rights of Way			183,345	4.2			
8	Gateway park			5,451	0.13			
9	Coraci Sports Fields			474,750	10.9			
CLASS "B" MAINTENANCE								
10	Public Works Facility Site			70,569	1.5			
11	Adult Activity Center Site			51,172	1.17			
12	Fire Station #71 Site			30,204	0.69			
13	Parks Department Facility Site			37,902	0.87			
14	Fire Station #72 Site			55,124	1.27			
15	Fire Station #74 Site			18,635	0.43			
16	Fire Station #75 Site			50,979	1.17			
17	Police Department Site			138,140	3.17			
18	Causeway Park			293,290	7.48			
19	Spruce Creek Recreational Facility			79,291	1.82			
20	Airport Road Park			87,064	2			
				TOTALS		\$ -	\$ -	\$ -
ANNUAL TOTAL FOR TREE & SHRUB MAINTENANCE							\$ -	

			Palm Tree			
Site Descriptions			Herbicide Treatment Annual Cost	Granular Fertilizer "Palm Special"		
				no. of times per year	Cost Per Application	Extended Cost
CLASS "A" MAINTENANCE						
1	City Hall Building Site	344,655 7.91		2		\$ -
2	Gymnasium Site	179,450 4.12		2		\$ -
3	Amphitheater/Lakeside Community Center Site	61,705 1.42		2		\$ -
4	Old Police Department Site	65,721 1.51		2		\$ -
5	Fire Station #73 Site	16,770 0.39		N/A	N/A	N/A
6	City Center Sports Complex	578,082 13.27		2		\$ -
7	City Hall Access Rights of Way	183,345 4.2		N/A	N/A	N/A
8	Gateway park	5,451 0.13		2		\$ -
9	Coraci Sports Fields	474,750 10.9		N/A	N/A	N/A
CLASS "B" MAINTENANCE						
10	Public Works Facility Site	70,569 1.5		2		\$ -
11	Adult Activity Center Site	51,172 1.17		2		\$ -
12	Fire Station #71 Site	30,204 0.69		2		\$ -
13	Parks Department Facility Site	37,902 0.87		N/A	N/A	N/A
14	Fire Station #72 Site	55,124 1.27		2		\$ -
15	Fire Station #74 Site	18,635 0.43		N/A	N/A	N/A
16	Fire Station #75 Site	50,979 1.17		2		\$ -
17	Police Department Site	138,140 3.17		2		\$ -
18	Causeway Park	293,290 7.48		2		\$ -
19	Spruce Creek Recreational Facility	79,291 1.82		2		\$ -
20	Airport Road Park	87,064 2		2		\$ -
TOTALS			\$ -			\$ -
			ANNUAL TOTAL FOR PALM TREES			
ANNUAL GRAND TOTAL			\$ -			

BID BOND**BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____

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

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

Project Name/Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations 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 _____, 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 the original bid bond and financial statement of Surety Company).

PRINCIPAL:

ATTEST:

Signature

Signature

Corporate Officer & Title

Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

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

STATE OF _____

COUNTY OF _____

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

Signature of Affiant

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

NOTARY PUBLIC – STATE OF
Type or Print Name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

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

Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: \$_____ **City Case/Project No.** ITB 22-16 Facility Landscape Maintenance

Description of Work: ITB 22-16 Facility Landscape Maintenance

Project Location: Various Locations in and around City of Port Orange, Volusia County, Florida

Legal Description: Various Locations in and around City of Port Orange, Volusia County, Florida

Front Page

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

ITB 22-16 Facility Landscape Maintenance

Bond No. _____

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

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

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND /100 DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Facility Landscape Maintenance, 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 shall be deemed an original, this _____, day of _____, 2022.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
_____, 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.

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

LEASED EMPLOYEE AFFIDAVIT (for informational purposes only)

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employ 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 agreement. 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: _____

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

AFFIDAVIT REGARDING WORKERS' COMPENSATION (for informational purposes only)

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:

CONTRACTOR:

By: _____

Company: _____

Name: _____

By: _____

Name/Title: _____

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)



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Facility Landscape Maintenance Services, and as more specifically described in Intent to Bid 22-16 ("ITB 22-16"). This Contract together with ITB 22-16, Addenda, Exhibit "A" Mowing Sites, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addenda of ITB 22-16, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 22-16 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to two (2) one-year periods.

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

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

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

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

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

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

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million	<u>Limits</u> Statutory/\$500,000 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.
☒	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>	<u>Limits:</u> 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	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

20. Inspection

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

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

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

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

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5570

Contractor: _____
Attention: _____, President

() - Telephone
() - Facsimile
_____ @ _____ - E-Mail

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

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

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses: _____

Printed Name: _____ By: _____, President

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

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



End of Solicitation Documents



BID TABULATION

ITB #22-16 FACILITY LANDSCAPE MAINTENANCE SERVICES BIDS RECEIVED JANUARY 5, 2023

		NON-RESPONSIVE		NON-RESPONSIVE
	SCOTTY BOY LANDSCAPING & MAINTENANCE LLC	BRIGHTVIEW LANDSCAPE SERVICES, INC.	YELLOWSTONE LANDSCAPE SOUTHEAST LLC	DUVAL LANDSCAPE MAINTENANCE, LLC
Required Forms Submitted:	YES	NO	YES	NO
Annual Total for Mowing	\$288,940.00		\$363,021.00	
Annual for Turf Maintenance	\$51,420.00		\$56,710.00	
Annual Total for Tree and Shrub Maintenance	\$3,840.00		\$2,135.00	
Annual Total for Palm Trees	\$2,940.00		\$2,292.00	
Annual Grand Total	\$347,140.00		\$424,158.00	

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.

Buyer: Joseph Cato

Witness: J. Coleman



ATTACHMENT 1 - SCHEDULE OF UNIT PRICING

Bidders are required to complete all Fields in green

Please fill in electronically and return on USB/thumb drive & print for paper copy of the ITB

Name of Business

Contact Person

Email Address

Authorized Signature

Site Descriptions				Mowing		
		Square Footage	Acres	Number of mows	Cost Per Mow	Extended Cost
CLASS "A" MAINTENANCE						
1	City Hall Building Site	344,655	7.91	39		\$ -
2	Gymnasium Site	179,450	4.12	39		\$ -
3	Amphitheater/Lakeside Community Center Site	61,705	1.42	39		\$ -
4	Old Police Department Site	65,721	1.51	39		\$ -
5	Fire Station #73 Site	16,770	0.39	39		\$ -
6	City Center Sports Complex	578,082	13.27	39		\$ -
7	City Hall Access Rights of Way	183,345	4.2	39		\$ -
8	Gateway park	5,451	0.13	39		\$ -
9	Coraci Sports Fields	474,750	10.9	39		\$ -
10	Riverwalk Properties/Riverside Park	723,800	16.62	39		\$ -
CLASS "B" MAINTENANCE						
11	Public Works Facility Site	70,569	1.5	36		\$ -
12	Adult Activity Center Site	51,172	1.17	36		\$ -
13	Fire Station #71 Site	30,204	0.69	36		\$ -
14	Parks Department Facility Site	37,902	0.87	36		\$ -
15	Fire Station #72 Site	55,124	1.27	36		\$ -
16	Fire Station #74 Site	18,635	0.43	36		\$ -
17	Fire Station #75 Site	50,979	1.17	36		\$ -
18	Police Department Site	138,140	3.17	36		\$ -
19	Causeway Park	293,290	7.48	36		\$ -
20	Bushman Park	235,675	5.41	36		\$ -
21	Spruce Creek Recreational Facility	79,291	1.82	36		\$ -
22	Willow Run Park	26,481	0.61	36		\$ -
23	Airport Road Park	87,064	2	36		\$ -
24	Memorial Park	54,150	1.24	36		\$ -
CLASS "C" MAINTENANCE						
25	Art Haus	23,467	0.54	32		\$ -
26	White Place Baseball Field	81,771	1.88	32		\$ -
27	Horizon Elementary Sports Field	195,624	4.49	32		\$ -
28	Seminole Street Park	9,000	0.21	32		\$ -
29	Oak Street Park	7,000	0.16	32		\$ -
30	Main Street Park	6,000	0.14	32		\$ -
31	Cedar Street Park	3,366	0.08	32		\$ -
32	Riverside Drive Park	2,940	0.07	32		\$ -
33	Cedar Street Median	6,104	0.14	32		\$ -
34	Cedar Street Park (along canal)	17,075	0.39	32		\$ -
35	East Bayshore Drive Park	32,880	0.75	32		\$ -
36	Bretts Street Park	11,250	0.28	32		\$ -
37	Harms Way Park	32,500	0.75	32		\$ -
38	Southwinds Sports Fields	51,577	1.18	32		\$ -
39	Devon Street Park	3,400	0.08	32		\$ -
40	Dawnview Square	151,000	3.47	32		\$ -
ANNUAL TOTAL FOR MOWING					\$	-

Site Descriptions				Turf Maintenance				
				MULCH		GRANULAR FERTILIZER		
		Square Footage	Acres	Est. quantities (yd ³)	Cost	no. of times/yr.	Cost Per Application	Pesticide Treatment Cost
CLASS "A" MAINTENANCE								
1	City Hall Building Site	344,655	7.91	106		2	\$ -	
2	Gymnasium Site	179,450	4.12	74		2	\$ -	
3	Amphitheater/Lakeside Community Center Site	61,705	1.42	29		2	\$ -	
4	Old Police Department Site	65,721	1.51	74		2	\$ -	
5	Fire Station #73 Site	16,770	0.39	13		2	\$ -	

6	City Center Sports Complex	578,082	13.27	13		2		\$ -	
7	City Hall Access Rights of Way	183,345	4.2	43		2		\$ -	
8	Gateway park	5,451	0.13	4		2		\$ -	
9	Coraci Sports Fields	474,750	10.9	17		2		\$ -	
10	Riverwalk Properties/Riverside Park	723,800	16.62	5		N/A	N/A	N/A	N/A
CLASS "B" MAINTENANCE									
25	Art Haus	23,467	0.54	32		N/A	N/A	N/A	N/A
11	Public Works Facility Site	70,569	1.5	91		2		\$ -	
12	Adult Activity Center Site	51,172	1.17	12		2		\$ -	
13	Fire Station #71 Site	30,204	0.69	13		2		\$ -	
14	Parks Department Facility Site	37,902	0.87	15		2		\$ -	
15	Fire Station #72 Site	55,124	1.27	18		2		\$ -	
16	Fire Station #74 Site	18,635	0.43	15		2		\$ -	
17	Fire Station #75 Site	50,979	1.17	71		2		\$ -	
18	Police Department Site	138,140	3.17	67		2		\$ -	
19	Causeway Park	293,290	7.48	64		2		\$ -	
20	Bushman Park	235,675	5.41	12		N/A	N/A	N/A	N/A
21	Spruce Creek Recreational Facility	79,291	1.82	6		2		\$ -	
22	Airport Road Park	87,064	2	72		2		\$ -	
TOTALS					\$ -			\$ -	\$ -
ANNUAL TOTAL FOR TURF MAINTENANCE									\$ -

Site Descriptions				Tree & Shrub Maintenance		
		Square Footage	Acres	Herbicide Treatment Annual Cost	Granular Fertilizer Annual Cost	Pesticide Treatment Annual Cost
CLASS "A" MAINTENANCE						
1	City Hall Building Site	344,655	7.91			
2	Gymnasium Site	179,450	4.12			
3	Amphitheater/Lakeside Community Center Site	61,705	1.42			
4	Old Police Department Site	65,721	1.51			
5	Fire Station #73 Site	16,770	0.39			
6	City Center Sports Complex	578,082	13.27			
7	City Hall Access Rights of Way	183,345	4.2			
8	Gateway park	5,451	0.13			
9	Coraci Sports Fields	474,750	10.9			
CLASS "B" MAINTENANCE						
10	Public Works Facility Site	70,569	1.5			
11	Adult Activity Center Site	51,172	1.17			
12	Fire Station #71 Site	30,204	0.69			
13	Parks Department Facility Site	37,902	0.87			
14	Fire Station #72 Site	55,124	1.27			
15	Fire Station #74 Site	18,635	0.43			
16	Fire Station #75 Site	50,979	1.17			
17	Police Department Site	138,140	3.17			
18	Causeway Park	293,290	7.48			
19	Spruce Creek Recreational Facility	79,291	1.82			
20	Airport Road Park	87,064	2			
TOTALS				\$ -	\$ -	\$ -
ANNUAL TOTAL FOR TREE & SHRUB MAINTENANCE						\$ -

Site Descriptions				Palm Tree		
		Square Footage	Acres	Herbicide Treatment Annual Cost	Granular Fertilizer "Palm Special"	
					no. of times per year	Cost Per Application
						Extended Cost
CLASS "A" MAINTENANCE						
1	City Hall Building Site	344,655	7.91		2	\$ -
2	Gymnasium Site	179,450	4.12		2	\$ -
3	Amphitheater/Lakeside Community Center Site	61,705	1.42		2	\$ -
4	Old Police Department Site	65,721	1.51		2	\$ -
5	Fire Station #73 Site	16,770	0.39		N/A	N/A
6	City Center Sports Complex	578,082	13.27		2	\$ -
7	City Hall Access Rights of Way	183,345	4.2		N/A	N/A
8	Gateway park	5,451	0.13		2	\$ -
9	Coraci Sports Fields	474,750	10.9		N/A	N/A
CLASS "B" MAINTENANCE						
10	Public Works Facility Site	70,569	1.5		2	\$ -

11	Adult Activity Center Site	51,172	1.17		2		\$ -
12	Fire Station #71 Site	30,204	0.69		2		\$ -
13	Parks Department Facility Site	37,902	0.87		N/A	N/A	N/A
14	Fire Station #72 Site	55,124	1.27		2		\$ -
15	Fire Station #74 Site	18,635	0.43		N/A	N/A	N/A
16	Fire Station #75 Site	50,979	1.17		2		\$ -
17	Police Department Site	138,140	3.17		2		\$ -
18	Causeway Park	293,290	7.48		2		\$ -
19	Spruce Creek Recreational Facility	79,291	1.82		2		\$ -
20	Airport Road Park	87,064	2		2		\$ -
TOTALS		\$ -					\$ -

ANNUAL TOTAL FOR PALM TREES

ANNUAL GRAND TOTAL \$ -



CITY OF PORT ORANGE

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

ADDENDUM # 1

December 28, 2022

ITB #22-16 FACILITY LANDSCAPE MAINTENANCE SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 1, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

Paragraph 1 on page 12 of ITB #22-16 Facility Landscape Maintenance Services currently reads:

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities and any such repairs shall be at the Contractor's cost. The Contractor will be responsible for replacing any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All nonfunctional irrigation heads shall be repaired each mow cycle. The contractor will perform irrigation repairs based on time and materials. Time and materials will need to be quoted and approved by the City.

This paragraph is hereby changed to read:

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any sprinkler heads that are damaged during contractor activities and any such repairs shall be at the Contractor's cost. Sprinkler heads shall be replaced with like for like products. The contractor shall notify the City representative with repair details immediately after each such repair so the repair can be verified and tested for operational soundness.

The Contractor will also be responsible for replacing any sprinkler heads that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. The contractor will perform sprinkler head repairs based on time and materials and each such repair will need to be quoted to the City representative and approved by the City prior to the performance of any quoted repairs. The contractor shall notify the City

representative with repair details immediately after each such repair so the repair can be verified and tested for operational soundness.

All non-functional sprinkler heads must be addressed each mow cycle. If the needed repair is due to theft, an act of vandalism or anything other than contractor's normal activities, contractor shall submit a quote for the necessary repairs within 3 business days of learning of the needed repair.

QUESTIONS AND ANSWERS:

QUESTION #1: Is there a proposed budget for this contract?

ANSWER: \$351,000 for year 1.

QUESTION #2: Are monthly irrigation inspections and repairs included in the proposed price? It states that we would be responsible for replacing damaged/stolen irrigation parts but it does not state that monthly irrigation inspections are required. I wasn't sure if the City of Port Orange performs their own irrigation inspections and the repairs would be on a case-by-case basis so I wanted to clarify.

ANSWER: See the **CHANGES TO SPECIFICATIONS** above for clarification of the irrigation systems requirements.

In all other respects, except as specifically stated herein, the subject ITB #22-16 FACILITY LANDSCAPE MAINTENANCE SERVICES remains unchanged.

END OF ADDENDUM #1

Jennifer Cox
Purchasing Agent
jcox@port-orange.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Coverages Inc 1000 Pelican Bay Drive Daytona Beach FL 32119	CONTACT NAME:		
	PHONE (A/C, No, Ext): 386-756-8551	FAX (A/C, No): 386-756-2344	
INSURED SCOTTY BOY LANDSCAPING & MAINTENANCE LLC 1303 DEXTER DRIVE W PORT ORANGE, FL 32129	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Frank Winston Crum Insurance C		
	INSURER B: ASCENDANT COMMERCIAL INSURANCE		
	INSURER C:		
	INSURER D:		
	INSURER E: Frank Winston Crum Insurance C		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X	X	FGFL0010148108	08/12/22	08/12/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
B	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						
	☐ ALL OWNED AUTOS			CA-57138-0	04/04/22	04/04/23	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	☐ HIRED AUTOS						
	UMBRELLA LIAB						
	☐ EXCESS LIAB						
	☐ OCCUR						EACH OCCURRENCE \$ AGGREGATE \$
	☐ CLAIMS-MADE						
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			FCWC10448604	06/13/22	06/13/23	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

Certificate holder is also listed as Additional Insured. Waiver of subrogation is included on the General Liability and Worker comp policies.

2005 Chevrolet 1500 1GCEC14VX5Z108654
2012 FORD F150 1FTFW1CFXCFB96061

CERTIFICATE HOLDER**CANCELLATION**

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

Email: kklausky@port-orange.org

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

All persons and organizations qualified
under the terms of FCG 1001

Location(s) Of Covered Operations

All per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

All persons and organizations qualified
under the terms of FCG 1001

All per Written Contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

FRANK WINSTON CRUM INSURANCE COMPANY

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS AUTOMATIC WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU AUTOMATIC WAIVER OF SUBROGATION PROVISION

Automatic Additional Insured Status - 20 10 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 10 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Automatic Additional Insured Status - 20 37 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 37 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Primary and Noncontributory Provision

Insurance afforded to the Additional insured hereunder will be Primary Insurance and Noncontributory, but only for such claims. "suits" and/or damages which arise out of the work performed by the Named insured.

Automatic Waiver of subrogation Provision

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those persons or organizations who are added as Additional Insureds under this policy because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a written contract with them. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as Additional Insureds by this endorsement.

All other terms and conditions remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/13/2022 Policy No. FWFL0010448604 Endorsement No.
Insured Scotty Boy Landscaping & Maintenance LLC Premium

Insurance Company Frank Winston Crum Insurance Company

Countersigned by _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Coverages Inc 1000 Pelican Bay Drive Daytona Beach FL 32119	CONTACT NAME:	
	PHONE (A/C, No, Ext): 386-756-8551	FAX (A/C, No): 386-756-2344
INSURED SCOTTY BOY LANDSCAPING & MAINTENANCE LLC 1303 DEXTER DRIVE W PORT ORANGE, FL 32129	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Frank Winston Crum Insurance C	
	INSURER B: Ascendant Commercial Insurance	
	INSURER C:	
	INSURER D:	
INSURER E: Frank Winston Crum Insurance C		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	FGFL0010148107	08/12/21	08/12/22	EACH OCCURRENCE \$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY	Y	CA-57138-0	4/5/22	4/5/23	COMBINED SINGLE LIMIT (Ea accident) \$	
	☐ ANY AUTO					BODILY INJURY (Per person) \$ 250,000	
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$ 500,000	
	☒ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$ 100,000	
	☐ HIRED AUTOS						
	UMBRELLA LIAB					EACH OCCURRENCE \$	
	EXCESS LIAB					AGGREGATE \$	
	DED					RETENTION \$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	FCWC10448603	06/13/21	06/13/22	WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The City of Port Orange is listed as additional insured
2005 Chevrolet 1500 1GCEC14VX5Z108654
2012 FORD F150 1FTFW1CFXCFB96061

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

AFFIDAVIT REGARDING WORKERS' COMPENSATION (for informational purposes only)

State of Florida

County of Volusia

I, Timothy Scott Mims, 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 Frank Winston Crum Insurance Company, under the terms of Policy Number FCWC10448604 for a period from June 13th, 2022 to June 13th, 2023.

WITNESS

By: Cailyn Cook
Name: Cailyn Cook

CONTRACTOR:

Company: Scotty Boy Landscaping & Maintenance LLC

By: Timothy A Mims

Name/Title: Timothy Scott Mims, AMBR

Sworn to/Affirmed and subscribed before me this 23 day of Jan., 2023, by Timothy Scott Mims who is personally known to me or who produced _____ as identification.



NOTARY PUBLIC - STATE OF Florida

Type or Print Name: Shana Ochiuzzo

Commission No.: HH 170628

Commission Expires: Nov. 12, 2025

(Seal)

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☐ Form 7.2 – Bidder’s Acknowledgement Form
- ☐ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☐ Form 7.4 – Drug Free Preference Statement
- ☐ Form 7.5 – Public Entity Crimes Statement
- ☐ Form 7.6 – Anti-Collusion Form
- ☐ Form 7.7 – Statement of Bidder’s Qualifications
- ☐ Form 7.8 – Professional References for Previous Experience
- ☐ Form 7.9 – List of Subcontractors
- ☐ Form 7.10 – Local Business Affidavit of Eligibility
- ☐ Form 7.11 – E-Verify Affidavit
- ☐ Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- ☐ Form 7.13 – No Submittal Response Form
- ☐ Attachment 1 – Schedule of Unit Pricing
- ☐ Current Bonding Capacity Letter (as outlined in Section 6)
- ☐ Copy of Licenses (Florida Certified General Contractor, Sunbiz, etc.)
- ☐ Bid Bond
- ☐ Submission of one (1) original marked “ORIGINAL” and one (1) digital (flash drive) version in PDF format

BY: Scotty Boy Landscaping & Maintenance LLC

Name of Business

T. Scotty Muns

Authorized Signature

1/4/2023

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 ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) 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 ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am 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 the 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):

Scotty Boy Landscaping & Maintenance LLC

Name of Business

1303 Dexter Dr. W

Mailing Address

Timothy Scott Mims

Authorized Signature

Port Orange, FL 32129

City, State & Zip Code

Timothy Scott Mims, Authorized Member

Printed Name and Title

386-872-0568

Telephone Number

47-1373272

Federal Identification No.

scottyboylandscaping@gmail.com

E-mail Address

STATE OF: Florida COUNTY OF: Volusia

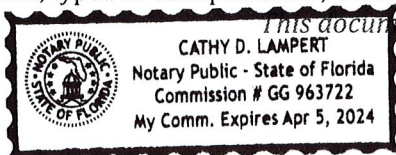
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

4th day of Jan, 2022, by Scotty Boy Timothy Scott mims and who:

☒ I personally know 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 7.3 – 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, Specification and any other documents accompanying or made a part of this ITB.

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: 12/25/22 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 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.

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Scotty Boy Landscaping & Maintenance LLC

Name of Business

T. Scott Mims

Authorized Signature

Timothy Scott Mims, Authorized Member

Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

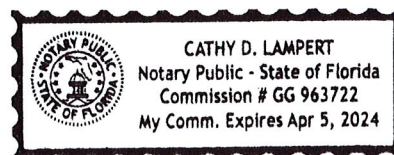
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

4 day of Jan, 2023, by Timothy Scott Mims and who:

☒ I personally know to me; or ☐ has produced _____ as identification.

Cathy D. Lampert
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 are equal with respect to price, quality and service are received by the City for 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 a 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 the 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 the 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 an 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.

Scotty Boy Landscaping & Maintenance LLC

Name of Business

T. Scott Mims
Authorized Signature

Timothy Scott Mims, Authorized Member

Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

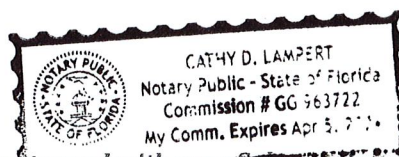
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 4th day of January, 2022, by Timothy Scott Mims and who:

☐ I personally know to me; or ☒ has produced FL.Dr. as identification.

Cathy D. Lampert
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

GG 963722

4-5-2024



This document must be completed and returned with your Submittal

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

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

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

1. The business address of Scotty Boy Landscaping & Maintenance LLC (name of Offeror or business) is
1303 Dexter Dr W. Port Orange, FL 32129.
2. My relationship to Scotty Boy Landscaping & Maintenance LLC (name of Offeror or business) is Authorized Member (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 and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____ . A copy of the order of the Division Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**~~

Scotty Boy Landscaping & Maintenance

Name of Business

T. Scott Mims
Authorized Signature

Timothy Scott Mims, Authorized Memb

Printed Name and Title

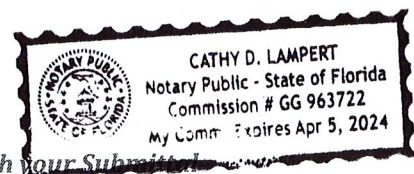
STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of Jan, 2022, by Timothy Scott Mims and who:

☒ I personally know to me; or ☐ has produced _____ as identification.

Notary Public: Printed, typed or stamped name, commission and expiration: 4-5-2024 66963722



This document must be completed and returned with your Submittal

FORM 7.6 - ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Scotty Boy Landscaping & Maintenance LLC

SIGNED BY: T. Scott Mims
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Timothy Scott Mims

TITLE: Authorized Member

ADDRESS: 1303 Dexter Dr. West

CITY, STATE AND ZIP CODE: Port Orange, FL 32129

TELEPHONE: 386-872-0568 FAX: N/A

COMPLETION TIME: _____

F.E.I.N.: 47-1373272

NO bid may be withdrawn for a period of one hundred twenty (120) 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, question may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Bidder: Scotty Boy Landscaping & Maintenance LLC
- B. Permanent main office address: 1303 Dexter Dr. West, Port Orange, FL 32129
- C. Date organized: 7/18/2014
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? 8 years
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: Lawn maintenance
- 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: _____
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ 250,000
- O. Give bank name, contact name and phone number: TD Bank, Marleen Rappisi, 386-304-4859
- 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 the Statement of Bidder's Qualifications.

STATE OF: Florida

COUNTY OF: Volusia

Scotty Boy Landscaping
Name of Business

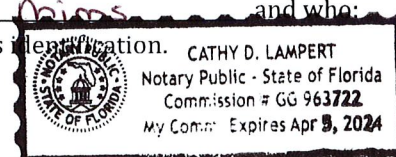
T. Scott Mims
Authorized Signature

Timothy Scott Mims
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of Jan, 2022, by Timothy Scott Mims and who:

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

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: Apr 5, 2024



This document must be completed and returned with your Submittal

Form 7.7 Continued

F. Contracts on hand:

1. City of Port Orange, ITB 18-18 City Facilities Landscaping Maintenance Services
\$304,916
3/31/2023
2. City of Port Orange, ITB 19-22 Professional Landscaping Service for Retention Ponds Mowing
\$62,228
8/1/2023

K. Major equipment owned:

John Deere:

Z920 52" 2020

Z920 48" 2019

Z930 60" 2018

Z950 52" 2019

636M 36" 2017

Gravely 60" 2021

Bad Boy 54" 2022

Bobcat 52" 2022

Stihl: 6 blowers; 8 trimmers; 4 edgers

3 trailers; 3 trucks

Scotty Boy Landscaping & Maintenance, LLC

ITB 22-16 Facility Landscape Maintenance Services Form 7.7 Continued

J. Scotty Boy Landscaping completed ITB 18-18 City of Port Orange Facilities Landscaping Maintenance Services. We had a 4-year contract which ended September 2022.
*Note: The contract was extended through March 2023.

L. 1. City of Port Orange, 1TB 18-18 City Facilities Landscaping Maintenance Services
2. City of Port Orange, 1TB 19-22 Professional Landscaping Service for Retention Ponds Mowing

M. Timothy 'Scott' Mims, Title: Authorized Member
Scott Mims has been in the lawn care industry for over 25 years. His experience includes working for prestigious golf courses throughout Florida and Georgia, residential neighborhoods, and commercial properties.

Stephanie Mims, Title: Authorized Person, Managing Member
Stephanie Mims has a degree in Business and manages the administrative side of Scotty Boy Landscaping.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. Please provide three (3) current and correct references from clients for similar services. **(DO NOT include the City of Port Orange)**

1. Company Name: Sunrise Community of Northeast Florida
Contact Person: Lorelei B. Faglier
City, State: Daytona Beach, FL
Telephone Number: 386-274-6474
Email Address: Daytona@SunriseGroup.org
Description of goods/services provided: Lawn maintenance for WORC properties.
Contract Amount: \$45,000
Start/End Date of Contract: 10/2019 - 4/2021
2. Company Name: Watson Realty
Contact Person: Carolyn Coleman
City, State: Port Orange, FL
Telephone Number: 386-767-2890
Email Address: ccoleman@watsonrealtycorp.com
Description of goods/services provided: Lawn maintenance for various properties.
Contract Amount: \$25,000
Start/End Date of Contract: 9/2015 - current
3. Company Name: Clifton Management
Contact Person: Sherry Clifton
City, State: Daytona Beach, FL
Telephone Number: 386-767-5575
Email Address: sherryclifton@cliftonmanagement.com
Description of goods/services provided: Lawn maintenance for Oak Meadows in South Daytona, FL.
Contract Amount: \$20,000
Start/End Date of Contract: 11/2021 - current

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

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

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

1. Contact Name: Lorelei B. Flaglier
Phone: 386-274-6474
Current Client: ☐ Yes ☒ No
Number of years of service provided: 2
Description of service: Lawn maintenance for various WORC properties in Volusia County.

2. Contact Name: Carolyn Coleman
Phone: 386-767-2890
Current Client: ☒ Yes ☐ No
Number of years of service provided: 7+
Description of service: Lawn maintenance for various properties in Volusia County.

3. Contact Name: Sherry Clifton
Phone: 386-767-5575
Current Client: ☒ Yes ☐ No
Number of years of service provided: 2+
Description of service: Lawn maintenance for Oak Meadows Apartment complex in South Daytona.

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 Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1Name: P&S Pest Services, Inc.Description of Work: Pest spraying servicesPercent of Contract Price: 18%Previous Experience Together: ☒ Yes ☐ NoSubcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

This document must be completed and returned with your submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# (as applicable): _____

Business Name: Scotty Boy Landscaping & Maintenance LLC Contact Person/Title: Timothy Scott Mims, AMBR

Mailing Address: 1303 Dexter Dr. West City, State, Zip: Port Orange, FL 32129

Phone Number: 386-872-0568 Email address: scottyboylandscaping@gmail.com

Physical Presence of Business: ☒ Headquarters ☐ Principal Place of Business

Within Legal Boundaries: ☒ City of Port Orange ☒ Volusia County ☒ State of Florida

FEIN (Federal Employer Identification Number): 47-1373272

Business Structure: ☐ 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 bid or proposal 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

Scotty Boy Landscaping
Name of Business

T. Scott Mims
Authorized Signature

Timothy Scott Mims
Printed Name and Title

STATE OF: Florida

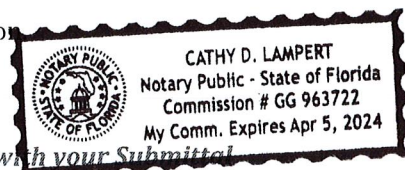
COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of Jan, 2022, by Timothy Scott Mims and who:

☒ 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



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Facility Landscaping Maintenance Services

Solicitation Number: ITB 22-16

I, the undersigned hereby certify that Scotty Boy Landscaping & Maintenance LLC (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Scotty Boy Landscaping & Maintenance LLC (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

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

Timothy Scott Mims, AMBR
Print or Type Name, Title

T Scott Mims
Signature of Affiant

47-1373272
Federal Employer ID Number (FEIN)

1348161
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

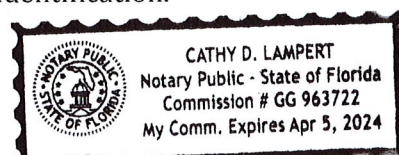
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

4 day of Jan, 2022, by Timothy Scott Mims and who:

☒ I personally know to me; or ☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document to be completed and returned with your submittal

 An official website of the United States government
[Here's how you know](#)

Menu 

My Company Account

My Company Profile

Company Information

Company Name

Scotty Boy Landscaping and Maintenance LLC

Doing Business As (DBA) Name

Company ID

1348161

Enrollment Date

Oct 05, 2018

Employer Identification Number (EIN)

471373272

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

1 to 4

NAICS Code

561

Sector

Administrative and Support and Waste Management and Remediation Services

Subsector

Administrative and Support Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address1303 Dexter Drive W
Port Orange, FL 32129**Mailing Address**

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective 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 and Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted for had a civil judgement 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 statement 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.

Scotty Bay Landscaping
Organization Name

ITB 22-16
Bid Number or Project Name

Timothy Scott Mims, AMBR
Name and Title of Authorized Representative

T. Scott Mims 1-4-23
Signature Date

This document must be completed and returned with your Submittal



ATTACHMENT 1 - SCHEDULE OF UNIT PRICING

Bidders are required to complete all Fields in green

Please fill in electronically and return on USB/thumb drive & print for paper copy of the ITB

Name of Business

Scotty Boy Landscaping & Maintenance, LLC

Contact Person

Scott Mims

Email Address

scottyboylandscaping@gmail.com

Authorized Signature

T. Scott Mims

Site Descriptions			Mowing		
	Square Footage	Acres	Number of mows	Cost Per Mow	Extended Cost
CLASS "A" MAINTENANCE					
1 City Hall Building Site	344,655	7.91	39	\$600.00	\$ 23,400.00
2 Gymnasium Site	179,450	4.12	39	\$200.00	\$ 7,800.00
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	39	\$104.00	\$ 4,056.00
4 Old Police Department Site	65,721	1.51	39	\$111.00	\$ 4,329.00
5 Fire Station #73 Site	16,770	0.39	39	\$75.00	\$ 2,925.00
6 City Center Sports Complex	578,082	13.27	39	\$970.00	\$ 37,830.00
7 City Hall Access Rights of Way	183,345	4.2	39	\$310.00	\$ 12,090.00
8 Gateway park	5,451	0.13	39	\$25.00	\$ 975.00
9 Coraci Sports Fields	474,750	10.9	39	\$795.00	\$ 31,005.00
10 Riverwalk Properties/Riverside Park	723,800	16.62	39	\$1,250.00	\$ 48,750.00
CLASS "B" MAINTENANCE					
11 Public Works Facility Site	70,569	1.5	36	\$110.00	\$ 3,960.00
12 Adult Activity Center Site	51,172	1.17	36	\$85.00	\$ 3,060.00
13 Fire Station #71 Site	30,204	0.69	36	\$75.00	\$ 2,700.00
14 Parks Department Facility Site	37,902	0.87	36	\$75.00	\$ 2,700.00
15 Fire Station #72 Site	55,124	1.27	36	\$100.00	\$ 3,600.00
16 Fire Station #74 Site	18,635	0.43	36	\$50.00	\$ 1,800.00
17 Fire Station #75 Site	50,979	1.17	36	\$85.00	\$ 3,060.00
18 Police Department Site	138,140	3.17	36	\$250.00	\$ 9,000.00
19 Causeway Park	293,290	7.48	36	\$550.00	\$ 19,800.00
20 Bushman Park	235,675	5.41	36	\$400.00	\$ 14,400.00
21 Spruce Creek Recreational Facility	79,291	1.82	36	\$145.00	\$ 5,220.00
22 Willow Run Park	26,481	0.61	36	\$50.00	\$ 1,800.00
23 Airport Road Park	87,064	2	36	\$150.00	\$ 5,400.00
24 Memorial Park	54,150	1.24	36	\$100.00	\$ 3,600.00
CLASS "C" MAINTENANCE					
25 Art Haus	23,467	0.54	32	\$45	\$ 1,440.00
26 White Place Baseball Field	81,771	1.88	32	\$100.00	\$ 3,200.00
27 Horizon Elementary Sports Field	195,624	4.49	32	\$250.00	\$ 8,000.00
28 Seminole Street Park	9,000	0.21	32	\$20.00	\$ 640.00
29 Oak Street Park	7,000	0.16	32	\$20.00	\$ 640.00
30 Main Street Park	6,000	0.14	32	\$20.00	\$ 640.00
31 Cedar Street Park	3,366	0.08	32	\$20.00	\$ 640.00
32 Riverside Drive Park	2,940	0.07	32	\$20.00	\$ 640.00
33 Cedar Street Median	6,104	0.14	32	\$20.00	\$ 640.00
34 Cedar Street Park (along canal)	17,075	0.39	32	\$45.00	\$ 1,440.00
35 East Bayshore Drive Park	32,880	0.75	32	\$65.00	\$ 2,080.00
36 Bretts Street Park	11,250	0.28	32	\$25.00	\$ 800.00
37 Harms Way Park	32,500	0.75	32	\$65.00	\$ 2,080.00
38 Southwinds Sports Fields	51,577	1.18	32	\$100.00	\$ 3,200.00
39 Devon Street Park	3,400	0.08	32	\$25.00	\$ 800.00
40 Dawnview Square	151,000	3.47	32	\$275.00	\$ 8,800.00
ANNUAL TOTAL FOR MOWING					\$ 287,500.00

Site Descriptions			Turf Maintenance					
			MULCH		GRANULAR FERTILIZER			
	Square Footage	Acres	Est. quantities (yd ³)	Cost	no. of times/yr.	Cost Per Application	Extended Cost	Pesticide Treatment Cost
CLASS "A" MAINTENANCE								
1 City Hall Building Site	344,655	7.91	106	\$2,600.00	2	1000	\$ 2,000.00	\$ 950.00
2 Gymnasium Site	179,450	4.12	74	\$1,800.00	2	1000	\$ 2,000.00	\$ 400.00
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	29	\$700.00	2	400	\$ 800.00	\$ 100.00
4 Old Police Department Site	65,721	1.51	74	\$1,800.00	2	400	\$ 800.00	\$ 100.00
5 Fire Station #73 Site	16,770	0.39	13	\$300.00	2	150	\$ 300.00	\$ 50.00
6 City Center Sports Complex	578,082	13.27	13	\$400.00	2	1500	\$ 3,000.00	\$ 1,000.00
7 City Hall Access Rights of Way	183,345	4.2	43	\$1,050.00	2	1050	\$ 2,100.00	\$ 250.00
8 Gateway park	5,451	0.13	4	\$300.00	2	50	\$ 100.00	\$ 20.00
9 Coraci Sports Fields	474,750	10.9	17	\$500.00	2	1400	\$ 2,800.00	\$ 1,250.00
10 Riverwalk Properties/Riverside Park	723,800	16.62	5	\$2,400.00	N/A	N/A	N/A	N/A
CLASS "B" MAINTENANCE								
25 Art Haus	23,467	0.54	32	\$150	N/A	N/A	N/A	N/A
11 Public Works Facility Site	70,569	1.5	91	\$800.00	2	300	\$ 600.00	100
12 Adult Activity Center Site	51,172	1.17	12	\$350.00	2	300	\$ 600.00	75
13 Fire Station #71 Site	30,204	0.69	13	\$400.00	2	200	\$ 400.00	75
14 Parks Department Facility Site	37,902	0.87	15	\$450.00	2	250	\$ 500.00	75
15 Fire Station #72 Site	55,124	1.27	18	\$400.00	2	300	\$ 600.00	100
16 Fire Station #74 Site	18,635	0.43	15	\$500.00	2	100	\$ 200.00	75
17 Fire Station #75 Site	50,979	1.17	71	\$2,500.00	2	150	\$ 300.00	100
18 Police Department Site	138,140	3.17	67	\$2,800.00	2	800	\$ 1,600.00	250
19 Causeway Park	293,290	7.48	64	\$250.00	2	950	\$ 1,900.00	500

20	Bushman Park	235,675	5.41	12	\$300.00	N/A	N/A	N/A	N/A
21	Spruce Creek Recreational Facility	79,291	1.82	6	\$200.00	2	600	\$ 1,200.00	250
22	Airport Road Park	87,064	2	72	\$1,800.00	2	500	\$ 1,000.00	150
TOTALS					\$ 22,600.00			\$ 22,800.00	\$ 5,870.00
ANNUAL TOTAL FOR TURF MAINTENANCE								\$	51,270.00

Site Descriptions			Tree & Shrub Maintenance		
	Square Footage	Acres	Herbicide Treatment Annual Cost	Granular Fertilizer Annual Cost	Pesticide Treatment Annual Cost
CLASS "A" MAINTENANCE					
1 City Hall Building Site	344,655	7.91	\$ 50.00	\$ 250.00	\$ 100.00
2 Gymnasium Site	179,450	4.12	\$ 50.00	\$ 100.00	\$ 50.00
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	\$ 50.00	\$ 50.00	\$ 150.00
4 Old Police Department Site	65,721	1.51	\$ 50.00	\$ 50.00	\$ 100.00
5 Fire Station #73 Site	16,770	0.39	\$ 50.00	\$ 20.00	\$ 20.00
6 City Center Sports Complex	578,082	13.27	\$ 50.00	\$ 50.00	\$ 20.00
7 City Hall Access Rights of Way	183,345	4.2	\$ 50.00	\$ 50.00	\$ 100.00
8 Gateway park	5,451	0.13	\$ 50.00	\$ 30.00	\$ 20.00
9 Coraci Sports Fields	474,750	10.9	\$ 50.00	\$ 50.00	\$ 50.00
CLASS "B" MAINTENANCE					
10 Public Works Facility Site	70,569	1.5	\$ 50.00	\$ 50.00	\$ 100.00
11 Adult Activity Center Site	51,172	1.17	\$ 50.00	\$ 50.00	\$ 20.00
12 Fire Station #71 Site	30,204	0.69	\$ 100.00	\$ 20.00	\$ 20.00
13 Parks Department Facility Site	37,902	0.87	\$ 100.00	\$ 20.00	\$ 40.00
14 Fire Station #72 Site	55,124	1.27	\$ 100.00	\$ 20.00	\$ 20.00
15 Fire Station #74 Site	18,635	0.43	\$ 50.00	\$ 50.00	\$ 20.00
16 Fire Station #75 Site	50,979	1.17	\$ 50.00	\$ 50.00	\$ 75.00
17 Police Department Site	138,140	3.17	\$ 100.00	\$ 50.00	\$ 75.00
18 Causeway Park	293,290	7.48	\$ 100.00	\$ 50.00	\$ 75.00
19 Spruce Creek Recreational Facility	79,291	1.82	\$ 50.00	\$ 50.00	\$ 75.00
20 Airport Road Park	87,064	2	\$ 100.00	\$ 150.00	\$ 200.00
TOTALS			\$ 1,300.00	\$ 1,210.00	\$ 1,330.00
ANNUAL TOTAL FOR TREE & SHRUB MAINTENANCE					\$ 3,840.00

Site Descriptions			Palm Tree			
	Square Footage	Acres	Herbicide Treatment Annual Cost	Granular Fertilizer "Palm Special"		
				no. of times per year	Cost Per Application	Extended Cost
CLASS "A" MAINTENANCE						
1 City Hall Building Site	344,655	7.91	\$ 50.00	2	50	\$ 100.00
2 Gymnasium Site	179,450	4.12	\$ 50.00	2	20	\$ 40.00
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	\$ 50.00	2	20	\$ 40.00
4 Old Police Department Site	65,721	1.51	\$ 50.00	2	50	\$ 100.00
5 Fire Station #73 Site	16,770	0.39	\$ 50.00	N/A	N/A	N/A
6 City Center Sports Complex	578,082	13.27	\$ 50.00	2	50	\$ 100.00
7 City Hall Access Rights of Way	183,345	4.2	\$ 50.00	N/A	N/A	N/A
8 Gateway park	5,451	0.13	\$ 50.00	2	20	\$ 40.00
9 Coraci Sports Fields	474,750	10.9	\$ 50.00	N/A	N/A	N/A
CLASS "B" MAINTENANCE						
10 Public Works Facility Site	70,569	1.5	\$ 50.00	2	20	\$ 40.00
11 Adult Activity Center Site	51,172	1.17	\$ -	2	20	\$ 40.00
12 Fire Station #71 Site	30,204	0.69	\$ 50.00	2	0	\$ -
13 Parks Department Facility Site	37,902	0.87	\$ 50.00	N/A	N/A	N/A
14 Fire Station #72 Site	55,124	1.27	\$ 50.00	2	20	\$ 40.00
15 Fire Station #74 Site	18,635	0.43	\$ 50.00	N/A	N/A	N/A
16 Fire Station #75 Site	50,979	1.17	\$ 50.00	2	50	\$ 100.00
17 Police Department Site	138,140	3.17	\$ 50.00	2	50	\$ 100.00
18 Causeway Park	293,290	7.48	\$ 100.00	2	250	\$ 500.00
19 Spruce Creek Recreational Facility	79,291	1.82	\$ 100.00	2	150	\$ 300.00
20 Airport Road Park	87,064	2	\$ 100.00	2	150	\$ 300.00
TOTALS			\$ 1,100.00			\$ 1,840.00
ANNUAL TOTAL FOR PALM TREES						

ANNUAL GRAND TOTAL \$ 342,610.00



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

January 4, 2023

RE: SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

To Whom It May Concern,

We are the surety agents for SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC. Bonds are currently written through United States Fire Insurance Company which is Best Rated A, XIV and has a Treasury Listing of \$ 169,690,000.00.

We anticipate no difficulties in providing surety bonds for SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC in the \$400,000 single, \$400,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract review and financing are met prior to issuing any bonds. Neither our agency, nor the surety are liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Cheryl Foley
Surety Bond Executive

2023 City of Port Orange Business Tax Receipt



SCOTTY BOY LANDSCAPING AND MAINTENANCE LLC
1303 W DEXTER DR

PORT ORANGE FL 32129-7402

ISSUE DATE: September 22, 2022

EXPIRATION DATE: September 30, 2023

OWNER NAME:

BUSINESS ADDRESS: 1303 W DEXTER DR

BUSINESS TAX NUMBER: 23-00024194

CLASSIFICATION: LAWN CARE/YARD WORK HOME BASED

COMMENTS: OFFICE AND TELEPHONE ONLY /LANDSCAPING

STATE LICENSE NUMBER:
(If Applicable)

TOTAL PAID: \$20.00

RESTRICTIONS: NO TREE REMOVAL

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July **as a courtesy reminder** to allow time for processing payments, printing, and mailing renewed Receipts. **It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.**

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional \$250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional penalty of up to \$250.00.



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

Detail by Entity Name

Florida Limited Liability Company

SCOTTY BOY LANDSCAPING AND MAINTENANCE, LLC

Filing Information

Document Number	L14000113458
FEI/EIN Number	47-1373272
Date Filed	07/18/2014
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/22/2022
Event Effective Date	NONE

Principal Address

1303 DEXTER DRIVE W
PORT ORANGE, FL 32129

Changed: 03/09/2015

Mailing Address

1303 DEXTER DRIVE W
PORT ORANGE, FL 32129

Registered Agent Name & Address

Mims, Stephanie E
1303 Dexter Drive W
PORT ORANGE, FL 32129

Name Changed: 03/15/2017

Address Changed: 03/24/2015

Authorized Person(s) Detail

Name & Address

Title AP

MIMS, STEPHANIE E
1303 DEXTER DR W
PORT ORANGE, FL 32129

Title AMBR

MIMS, TIMOTHY S
1303 DEXTER DR W
PORT ORANGE, FL 32129

Title MGRM

MIMS, STEPHENIE E
1303 DEXTER DR W
PORT ORANGE, FL 32129

Title MGR

ENGLISH, LYNN
1303 DEXTER DRIVE W
PORT ORANGE, FL 32129

Annual Reports

Report Year	Filed Date
2020	05/27/2020
2021	04/19/2021
2022	04/15/2022

Document Images

06/22/2022 -- LC Amendment	View image in PDF format
04/15/2022 -- ANNUAL REPORT	View image in PDF format
04/19/2021 -- ANNUAL REPORT	View image in PDF format
05/27/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/29/2018 -- ANNUAL REPORT	View image in PDF format
03/15/2017 -- ANNUAL REPORT	View image in PDF format
04/13/2016 -- ANNUAL REPORT	View image in PDF format
08/17/2015 -- LC Amendment	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
07/18/2014 -- Florida Limited Liability	View image in PDF format

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

LEASED EMPLOYEE AFFIDAVIT (for informational purposes only)

EXHIBIT CONTRACT # _____

☒ I hereby certify that I do not utilize an employee leasing company or employ 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 agreement. 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: Scotty Bay Landscaping

Signature of Owner/Officer: Stephane Mim

Title: AP / MGRM Date: 1/17/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B7d) Approval of Task Authorization No. 4 under the Master Contract for Professional Engineering Services with Mead & Hunt for Public Utilities and Environmental Services (CA7763) for Consent Order OCG No. 21-0734 Immediate Corrective Action Plan Inflow & Infiltration (I&I) Abatement

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 4 under the Master Contract for Professional Engineering services with Mead & Hunt for the Consent Order OCG No. 21-0734 Compliance Plan I&I Abatement Immediate Corrective Action Plan in the amount not to exceed \$191,147.00.

SUMMARY: On August 25, 2021, the Florida Department of Environmental Protection (FDEP) issued a Consent Order (OCG Case No. 21-0734) to the City identifying two violations of the Wastewater Permit associated with the operation of the City of Port Orange Water Reclamation Facility (WRF). One of the violations was for exceeding the Total Suspended Solids (TSS) limits at the reclaimed lakes discharge point identified as EFD-2 for D-002 in the permit. The other violation was for exceeding the annual average discharge flow of 0.999 million Gallons per Day (MGD) for surface water discharge, which is the sum of discharges from D-001 (River Discharge) and D-002 (Wetlands at Reclaimed Lakes Discharge). Mead & Hunt completed an evaluation of the effluent disposal system and identified the cause(s) of the violations listed in the Consent Order as part of Phase I of the Compliance Plan. Additionally, Mead & Hunt prepared an Engineering Report which includes a scope of work and schedule for corrective actions submitted to FDEP. To satisfy the violation for exceeding the permitted annual average discharge, a spray field located near the reclaimed water reservoirs was proposed. The spray field location was selected due to its proximity to existing reclaimed water infrastructure. As part of determining how much disposal capacity the spray field would have, soil borings were done to determine the soil classifications and the depth to groundwater. Preliminary geotechnical results reveal the proposed spray field to have a high ground water table unsuitable to address the flow violations. Due to these unfavorable conditions, the submitted Phase I Compliance Plan is required to be revised and resubmitted to the FDEP.

Phase II of the Compliance plan was to update the Corrective Action Plan recommending alternatives to reduce the annual average flow rate for D-001. These alternatives include the construction of a new or expanded reservoir for additional wet weather storage, a new ASR well located on or near the Water Reclamation Facility on

Oak St, and increasing the volume of the existing reclaimed water reservoirs by raising the berms and overflow elevations. Mead & Hunt prepared the requisite level of design of the selected alternative to satisfy and address the requirements of the FDEP Consent Order. The FDEP has reviewed and approved the city's Corrective Action Plan submitted with Phase II described above. This TA is for an Immediate Corrective Action (ICA) of I & I abatement as detailed in the Corrective Action Plan.

The city's gravity sewer collection system includes approximately 5,030 manholes and 220 miles of gravity sewer mains. The city's influent wastewater flow rates and rainfall data from January 2020 through September 2021 show an increase in influent flows during significant wet weather events. The spikes in the influent flows are suspected to be primarily due to I & I. Inflow is suspected to be the primary source of the spikes and will be the focus of the ICA. The ICA includes data collection and evaluation of master lift station run times, plant influent data, daily influent flow data, and rain gauge data to establish the base sanitary flow. The data will be analyzed to determine the areas with the greatest amounts of inflow. The areas with the greatest amounts of inflow will be smoke tested to determine areas where the sanitary system is compromised and allows excessive inflow. A report will be produced recommending I & I abatement and repair/replacement recommendations.

Phase III of the Compliance plan as described above is for the design and permitting of the selected alternative from Phase II. The TA for Phase III is being processed separately from the Immediate Corrective Action Plan.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Mead and Hunt Inc. Task Authorization No. 4 I&I Abatement Action Plan	Mead and Hunt Inc. Task Authorization No. 4 I&I Abatement Action Plan.pdf
2.	Department Justification Memo - Mead Hunt TA 4 - II Abatement Corrective Action Plan	Department Justification Memo - Mead Hunt TA 4 - II Abatement Corrective Action Plan.docx
3.	I&I Abatement Immediate Corrective Action Plan - Scope and Fee Proposal	I&I Abatement Immediate Corrective Action Plan - Scope and Fee Proposal.pdf

Kelly Klausky	Created/Initiated - 1/18/2023
Julia Wiggins	Approved - 1/18/2023
Junos Reed	Approved - 1/18/2023
Steve Parnell	Approved - 1/18/2023
Lynn Stevens	Approved - 1/24/2023
John McKinney	Approved - 1/26/2023
Matthew Jones	Approved - 2/2/2023
Wayne Clark	Approved - 2/10/2023
Tracee Cody	Final Approval - 2/10/2023

TASK AUTHORIZATION NO. 4
Master Contract for Professional Engineering Services for
Public Works, Utilities and Environmental Services
dated January 18, 2022,
Between the City of Port Orange, Florida and Mead and Hunt, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc.**, Florida corporation, with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide I&I Abatement Immediate Corrective Action Plan, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Engineer shall complete the services to be provided herein and the Compliance Plan shall be completed no later than **300 days** from the date of issuance of a written Notice to Proceed by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **\$191,147.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

MEAD AND HUNT, INC.

Printed Name: _____

By: _____
Brad Blais, Vice President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 11 Pages



January 4, 2023

Lynn Stevens
Public Works and Utilities Director
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

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

Subject: I&I Abatement Immediate Corrective Action Plan – Scope and Fee Proposal

Dear Ms. Stevens,

Mead & Hunt is pleased to provide this engineering scope of services and a fee estimate for the above referenced project. This project is in response to the required actions set forth by the Compliance Plan submitted to the Florida Department of Environmental Protection's (FDEP) Consent Order (OGC No. 21-0734) and the recent schedule extension request. The project will provide the City with data evaluation and field sewer smoking to identify areas of suspect inflow and infiltration (I&I). I&I reduction is important to prevent unnecessary treatment costs at the water reclamation facility, reduce the volume and thereby challenges of effluent management, and prevent unnecessary loading of the City's sewer collection system.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, P.E.
Vice President/Client Manager

Tonya Sonier, P.E.
Project Manager

Enclosure – Scope of Services and Fee Estimate
cc: Chris Wall, Junos Reed, Steve Parnell

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
I&I ABATEMENT IMMEDIATE CORRECTIVE ACTION PLAN**

This Task Order is in conformance with the Master Contract for Engineering Services RFSQ 21-03 Professional Engineering Services for Public Works, Utilities, and Environmental Services dated January 18, 2022 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The Florida Department of Environmental Protection (FDEP) has reviewed and approved the CITY's revised Corrective Action Plan submitted in August 2022. The scope of services herein is detailed below includes the Inflow & Infiltration (I&I) Immediate Corrective Action Plan (ICA) detailed in the Corrective Action Plan, to comply with Consent Order OGC No. 21-0734.

The CITY's gravity sewer collection system includes approximately 5,030 manholes and 220 miles of gravity sewer mains. Preliminary analysis of the CITY's influent wastewater flow rates and rainfall data from January 2020 through September 2021 shows a significant increase in influent flows during significant wet weather events. The spikes in the influent flows are suspected to be primarily due to inflow and infiltration (I&I). Inflow is suspected to be the primary source of the influent flow spikes during significant wet weather events based on the preliminary evaluation and correlation to rainfall data.

The immediate corrective action plan in this scope of work includes the following three (3) phases as listed in Table 1 below:

Table 1: ICA Phases

ICA Phase	Details
1	Data collection and evaluation of master lift station run times, plant influent data, daily influent flow data, rain gauge data, estimate base sanitary flow (BSF)
2	Evaluation of ICA Phase 1 data to identify lift station service areas with evidence of exceeding I&I and prioritize sub-basin inspections
3	Smoke test basins identified in ICA Phase 2 (up to 10 business days of field work) and provide repair recommendations.

Notes:

(1) Phase 4 and 5, including cross connection elimination design and post I&I abatement data analysis, is not included in this scope of work

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Task 1 - Project Management

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 13-month project design & bidding.

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – DATA EVALUATION

Task 1 - Preliminary I&I Abatement Memorandum

MEAD & HUNT will be evaluating the following data provided by the CITY:

- 12-month Master Station Pump Run Times
- 12-month Flow Influent Flow Data from Plant
- 12-month Rainfall Data
- All the data provided by the CITY will be at a minimum hourly intervals, but preferably in 15-minute intervals (if available).

- CITY GIS data

Based on the data provided MEAD & HUNT will calculate the base sanitary flow (BSF) at the plant and analyze the impact on the recorded flows during one (1) significant wet weather event of appropriate magnitude and duration. A rainfall event that reaches a magnitude of one-half inch over 24-hour period is considered as a significant event.

MEAD & HUNT will also study the extended run times during the rainfall event and prioritize the sub-basins that showed that showed significant change in run times for further investigation.

After the data evaluation, MEAD & HUNT will prepare a draft Preliminary I&I Abatement Memorandum (memo) that will include the following:

- Identify areas of suspected infiltration
- Identify areas of suspected inflow
- Prioritize sub-basins with highest infiltration potential
- Prioritize sub-basins with highest inflow potential
- Provide recommendation for smoke testing in sub-basins to address inflow potential
- Provide a smoke testing plan for the work performed in Phase 3.
- Approximate inflow and infiltration reduction potential of the analyzed rainfall events.

A draft memo will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY review.

MEAD & HUNT will schedule and attend a draft memo review meeting to review the CITY comments on the draft PDR. Comments received will be incorporated into the final memo and subsequent design documents.

Deliverables – Data Evaluation

- Draft Preliminary I&I Abatement Memorandum
- Preliminary I&I Abatement Memorandum Review Meeting Summary
- Final Preliminary I&I Abatement Memorandum

PHASE 3 – SMOKE TESTING & REPORTING

Task 1 - Communications Plan

MEAD & HUNT will use the information collected in previous phase to prepare and develop a smoke communication plan for the project.

The communication plan will include door hangers for connected users of the sub-basin and proposed schedule of communications and field work. A draft door hanger will be provided to the CITY for review and comment. A MEAD & HUNT contact will be provided on the door hanger to answer and address questions from the public. The comments received will be incorporated into the final door hanger. Printing of door hangers are included in Phase 4.

MEAD & HUNT will coordinate with the CITY to identify critical facilities where smoke testing is planned for.

Task 2 - System Smoke Testing

MEAD & HUNT's team of a field supervisor and two field testing technicians (smoke testing team) will spend up to ten days completing smoke testing in the prioritized sub-basins of the CITY's wastewater collection system gravity sewers. The testing will encompass up to 10-percent of the CITY's gravity collection system which is approximately 120,000 linear feet of mainline gravity sewers.

The following identifies the tasks which will be completed during this phase.

1. Select area to be tested and develop working field maps of the area.
2. Field review the areas selected and note on the map locations the divided work areas to be evaluated daily on basis.
3. During the initial field review, identify all types of businesses, specifically any medical offices or facilities, hospitals, schools, retirement homes (communities) or any other establishment that may need special consideration and handling during the smoke test. Strict consideration and coordination with customers who have sensitive needs must be adhered to, some of whom will not be included on any smoke testing schedule as the nature of their business, such as hospitals, is far too delicate.
4. MEAD & HUNT will attend one field coordination and kick off meeting with the CITY prior to distribution of door hangers and smoke testing. The purpose of this meeting is to discuss the field plan, schedule, contacts and review establishments of special consideration that were identified in the prior step.
5. Distribute notice of smoke testing to all commercial and residential buildings, Fire & Rescue, etc. to be impacted by smoke testing efforts. In addition, Fire station servicing the sub-basin areas will be notified of any proposed smoke testing activities seventy-two hours prior to initiation.

6. At least twenty-four hours must expire from the issuance of smoke testing notices to allow all affected to prepare for the testing or call with special exceptions, such as persons with health problems living at home, etc.
7. On the day of the testing, the selected portion of the study area will be identified, and all street names and related addresses will be given to the fire department/emergency personnel for the area where the testing will occur. UNDER NO CIRCUMSTANCES WILL THE AREA SELECTED FOR THAT DAY'S TESTING BE MODIFIED TO INCLUDE ADDITIONAL WORK UNLESS THE FIRE DEPARTMENT/EMERGENCY PERSONNEL HAVE BEEN NOTIFIED FIRST. The name and ID number of the fire department person contacted will be documented on the appropriate form. The fire department/emergency personnel will be provided the exact locations and specific time frames of where and when the tests will be performed.
8. Multi-day scheduling with one time reporting to the fire department/emergency personnel will not be permitted.
9. The CITY representative will be notified daily with the same information.
10. Should the fire department/emergency personnel respond to the target area during the actual smoke testing, all testing will cease immediately and the Smoke Testing Team's field supervisor in charge will communicate the fire unit responding to answer any questions that the fire department officer may have.
11. All testing activity will cease when any property occupant complains of smoke entering their establishment. Smoke Testing Team's field personnel will then attempt to isolate where the smoke is entering the establishment or home and make the occupant aware of what the problem may be. All defective plumbing found inside should be documented appropriately for future reference. The occupant will be advised to have the defect repaired by a licensed plumber.
12. During the actual smoke testing, Smoke Testing Team field personnel will scout the area for smoke escaping from ground sources, roof vents, storm drain structures, etc. All sources of Infiltration/Inflow will be photographed, measured, drawn, and documented accordingly with addresses, data, and sketches. The smoke test form will identify which sewer reach is being tested by its component identification in the GIS database.

It is understood that CITY staff members may accompany MEAD & HUNT field staff during the smoke testing to gain a better understanding of how to quantify potential inflow volumes from the smoke defects recorded and how to compare the smoke testing defect results to the previously recorded flow data.

MEAD & HUNT will develop a 'Smoke Testing Results' spreadsheet that identifies each pipe section tested and the results of the test, whether positive or negative. A separate sheet, 'Smoke Testing Defects', will be prepared that identifies all defects encountered during the smoke testing activity. This sheet will contain a column which identifies the surface area associated with each defect, the associated inflow volume based on a one-inch rainfall event at the defect, and if there is a need to conduct dye water testing/flooding or CCTV. Such testing or CCTV are not included in this proposal.

Task 3 - Analysis and Comprehensive Report of Findings

Upon completion of the smoke testing a Technical Memorandum will be developed to review the smoke testing results and provide abatement recommendations on portions of the storm drainage system(s) that are identified as being connected or suspect of connection to the wastewater collection system.

In some cases, the necessary abatement activity will include the use of third party contracting for services such as CCTV, dye trace or dye water flooding. The Technical Memorandum will verbiage describing the necessary work which must be completed to eliminate the storm water inflow source(s) and budgetary project costs for completing the work. In addition, an 11x17 map which identifies the sanitary and storm water features affected by the proposed I&I remediation effort will be provided. General notes will be added to the map which identifies the proposed I&I abatement scope, but no physical survey or utility location, will be completed. Detailed design such as elimination of cross connections are not included in this scope of work.

PHASE 4 – REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as door hanger printing, reproductions, postage, etc.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

In addition to items previously mentioned, we have excluded the following items from our proposal:

- Topographic survey
- Geotechnical testing
- Sewer system cleaning
- Flow monitoring
- Dye Water Tracing/Flooding and CCTV Investigations
- Design and Permitting Services
- Design or construction of any recommended repairs
- Construction Services
- Post Abatement Analysis

SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>238 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Data Evaluation</i>	<i>111 days</i>	<i>Receipt of notice to proceed and data collection</i>
<i>Phase 3 – Smoke Testing & Reports</i>	<i>50 days</i>	<i>Client approval of Preliminary I&I Abatement Memorandum</i>
<i>Phase 4 – Analysis & Comprehensive Report of Findings</i>	<i>71 days</i>	<i>Completion of Phase 3</i>

COMPENSATION

The not-to-exceed cost for this Scope of Services, is \$191,147.00 based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$12,369</i>	<i>Lump Sum</i>
<i>Phase 2 – Data Evaluation</i>	<i>\$55,988</i>	<i>Lump Sum</i>
<i>Phase 3 – Smoke Testing & Reporting</i>	<i>\$120,790</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$189,147.00</i>	
<i>Phase 4 –Reimbursables</i>	<i>\$2,000</i>	<i>Time & Expenses</i>
<i>TOTAL</i>	<i>\$191,147</i>	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY

Ms. Lynn Stevens

January 4, 2023

Page 9

TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfeenwick@port-orange.org.



CITY OF PORT ORANGE
INFLOW INVESTIGATION AND SEWER SMOKING
PORT ORANGE
ESTIMATED MANHOURLY SCHEDULE
January 4, 2023

Phase	Description	Senior Engineer	Principal/Senior Client Manager	Project Engineer	Technician II	Technician III	Administrative Assistant	Technician III	Engineer II	ODCs	Total Task (\$)
	Hourly Rate	\$ 167.00	\$ 249.00	\$ 177.00	\$ 117.00	\$ 133.00	\$ 96.00	\$ 133.00	\$ 148.00		See Below
1	Project Management										
	Project Coordination and Invoicing	40					16				\$ 8,216.00
	Internal Kick-Off Meeting	4	2	2	1	1	3	1			\$ 2,191.00
	External Kick-Off Meeting	4	2	2	1	1	2				\$ 1,962.00
	Subtotals	48.0	4.0	4.0	2.0	2.0	21.0	1.0	0.0	\$ -	\$ 12,369.00
2	Data Evaluation										
	Data Evaluation	8		60					80		\$ 23,796.00
	Draft Preliminary I&I Abatement Memorandum	8		80			6	16			\$ 18,200.00
	QA/QC		6								\$ 1,494.00
	Draft Report Review Meeting	2	8	8							\$ 3,742.00
	Final Preliminary I&I Abatement Memorandum	6		30			4	8			\$ 7,760.00
	QA/QC		4								\$ 996.00
	Subtotals	24.0	18.0	178.0	0.0	0.0	10.0	24.0	80.0	\$ -	\$ 55,988.00
3	Smoke Testing & Reporting										
	City Coordination/Public Outreach	6	5	2	40	40	1		40		\$ 18,617.00
	Door Hanger Notifications	4	4		40	40		8			\$ 12,728.00
	Field Work Kick Off	2	8	8	2	2	1				\$ 4,338.00
	Sewer Smoking Field Work			20	136	120				\$ 4,350.00	\$ 39,782.00
	Daily Coordination	4		20	8	8					\$ 6,208.00
	GIS Field Maps	8		8				30			\$ 6,742.00
	Field Data QA/QC	8	4	40							\$ 9,412.00
	Prepare Draft Report			60				25			\$ 13,945.00
	Draft Report QA/QC	5	3								\$ 1,582.00
	Draft Report Review Meeting	2		2							\$ 688.00
	Prepare Final Report			30							\$ 5,310.00
	Draft Report Comment/Response Log			2							\$ 354.00
	Final Report QA/QC	1	1								\$ 416.00
	Final Review Meeting	2		2							\$ 688.00
	Subtotals	42.0	25.0	194.0	226.0	210.0	2.0	63.0	40.0	\$ 4,350.00	\$ 120,790.00
	TOTAL ALL TASKS	114.0	47.0	376.0	228.0	212.0	33.0	88.0	120.0	\$ 4,350.00	\$ 189,147.00
4	Reimbursables Breakdown:										
	Description	Amount									
	Printing/Reproduction/Postage/Door Hangers	\$ 2,000.00									
	Total	\$ 2,000.00									
										Lump Sum Total	\$ 189,147.00
										Subs/Reimbursables	\$ 2,000
										GRAND TOTAL	\$ 191,147



City of Port Orange Public Works and Utilities Department

TO: Wayne Clark, City Manager

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

FROM: Junos Reed P.E., Engineering and Construction Manager

DATE: January 4, 2023

SUBJECT: Mead & Hunt –Task Authorization No. 4 under the Master Contract for Professional Engineering Services for Public Utilities and Environmental Services CA7763 - Consent Order OCG No. 21-0734 Immediate Corrective Action Plan Inflow &Infiltration (I&I) Abatement

REQUEST:

The Public Works & Utilities Department is requesting approval of Task Authorization No 4 under the Master Contract for Professional Engineering services with Mead & Hunt for the Consent Order OCG No. 21-0734 Immediate Corrective Action Plan I&I Abatement in the amount not to exceed \$191,147.00.

PURPOSE:

The purpose of this Task Authorization is in response to the required actions set forth by the Compliance Plan submitted to the Florida Department of Environmental Protection (FDEP) in response to Consent Order OGG No. 21-0734. The overall compliance plan includes an Immediate Corrective Action Plan. This TA is for this required immediate action of I&I Abatement. The I&I abatement involves field sewer smoke testing to identify areas of high stormwater inflow into the cities sanitary sewer system. Preventing stormwater inflow into the sanitary sewer system will reduce the treatment and effluent management at the Water Reclamation Facility (WRF).

CONSIDERATION:

On August 25, 2021, the FDEP issued a Consent Order (OCG Case No. 21-0734) to the City identifying two violations of the Wastewater Permit associated with the operation of the City of Port Orange Water Reclamation Facility (WRF). One of the violations was for exceeding the Total Suspended Solids (TSS) limits at the reclaimed lakes discharge point identified as EFD-2 for D-002 in the permit. The other violation was for exceeding the annual average discharge flow of 0.999 million Gallons per Day (MGD) for surface water

discharge, which is the sum of discharges from D-001 (River Discharge) and D-002 (Wetlands at Reclaimed Lakes Discharge). Mead & Hunt completed an evaluation of the effluent disposal system and identified the cause(s) of the violations listed in the Consent Order as part of Phase I of the Compliance Plan. Additionally, Mead & Hunt prepared an Engineering Report which include a scope of work and schedule for corrective actions submitted to FDEP. To satisfy the violation for exceeding the permitted annual average discharge, a spray field located near the reclaimed water reservoirs was proposed. The spray field location was selected due to its proximity to existing reclaimed water infrastructure. As part of determining how much disposal capacity the spray field would have, soil borings were done to determine the soil classifications and the depth to groundwater. Preliminary geotechnical results reveal the proposed spray field to have a high ground water table unsuitable to address the flow violations. Due to these unfavorable conditions, the submitted Phase I Compliance Plan is required to be revised and resubmitted to the Florida Department of Environmental Protection (FDEP).

Phase II of the Compliance plan was to update the Corrective Action Plan recommending alternatives to reduce the annual average flow rate for D-001. These alternatives include the construction of a new or expanded reservoir for additional wet weather storage, a new ASR well located on or near the Water Reclamation Facility on Oak St and increasing the volume of the existing reclaimed water reservoirs by raising the berms and overflow elevations. Mead & Hunt prepared the requisite level of design of the selected alternative to satisfy and address the requirements of the FDEP Consent Order. The FDEP has reviewed and approved the city's Corrective Action Plan submitted with Phase II described above. This TA is for an Immediate Corrective Action (ICA) of I & I abatement as detailed in the Corrective Action Plan.

The cities gravity sewer collection system includes approximately 5,030 manholes and 220 miles of gravity sewer mains. The cities influent wastewater flow rates and rainfall data from January 2020 through September 2021 shows an increase in influent flows during significant wet weather events. The spikes in the influent flows are suspected to be primarily due to I & I. Inflow is suspected to be the primary source of the spikes and will be the focus of the ICA. The ICA includes data collection and evaluation of master lift station run times, plant influent data, daily influent flow data and rain gate data to establish the base sanitary flow. The data will be analyzed to determine the areas with the greatest amounts of inflow. The areas with the greatest amounts of inflow will be smoked tested to determine areas that the sanitary system is compromised and allows excessive inflow. A report will be produced recommending I & I abatement and repair/replacement recommendations.

Phase III of the Compliance plan as described above is for the design and permitting of the selected alternative from Phase II. The TA for Phase III is being processed separately from the Immediate Corrective Action Plan.

FUNDING:

Project: URH001

Fund: 403
Name: Water and Sewer R&R
Cost Center: Water and Sewer
Program: Water/Sewer Distribution
Spend Category: Sewage - Capital
Budget: \$2,119,352
Actual: \$191,147

RECOMMENDATION:

The Public Works & Utilities Department recommends approval of Task Authorization No 4 under the Master Contract for Professional Engineering services with Mead & Hunt for the Consent Order OGC No. 21-0734 Compliance Plan I&I Abatement Immediate Corrective Action Plan in the amount not to exceed \$191,147.00.

ANTICIPATED SCHEDULE:

- a) Council Approval Date: February 21, 2023
- b) Mead & Hunt will begin design and permitting upon issuance of the NTP with 300 days to complete.

ATTACHMENTS:

- 1. Draft Task Authorization No 4
- 2. Mead & Hunt Proposal for the I & I Abatement Immediate Corrective Action Plan
- 3. Executed Consent Order, OGC No. 21-0734
- 4. Mead & Hunt FDEP Consent Order Corrective Actions Report – August 2022



January 4, 2023

Lynn Stevens
Public Works and Utilities Director
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

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

Subject: I&I Abatement Immediate Corrective Action Plan – Scope and Fee Proposal

Dear Ms. Stevens,

Mead & Hunt is pleased to provide this engineering scope of services and a fee estimate for the above referenced project. This project is in response to the required actions set forth by the Compliance Plan submitted to the Florida Department of Environmental Protection's (FDEP) Consent Order (OGC No. 21-0734) and the recent schedule extension request. The project will provide the City with data evaluation and field sewer smoking to identify areas of suspect inflow and infiltration (I&I). I&I reduction is important to prevent unnecessary treatment costs at the water reclamation facility, reduce the volume and thereby challenges of effluent management, and prevent unnecessary loading of the City's sewer collection system.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, P.E.
Vice President/Client Manager

Tonya Sonier, P.E.
Project Manager

Enclosure – Scope of Services and Fee Estimate
cc: Chris Wall, Junos Reed, Steve Parnell

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
I&I ABATEMENT IMMEDIATE CORRECTIVE ACTION PLAN**

This Task Order is in conformance with the Master Contract for Engineering Services RFSQ 21-03 Professional Engineering Services for Public Works, Utilities, and Environmental Services dated January 18, 2022 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The Florida Department of Environmental Protection (FDEP) has reviewed and approved the CITY's revised Corrective Action Plan submitted in August 2022. The scope of services herein is detailed below includes the Inflow & Infiltration (I&I) Immediate Corrective Action Plan (ICA) detailed in the Corrective Action Plan, to comply with Consent Order OGC No. 21-0734.

The CITY's gravity sewer collection system includes approximately 5,030 manholes and 220 miles of gravity sewer mains. Preliminary analysis of the CITY's influent wastewater flow rates and rainfall data from January 2020 through September 2021 shows a significant increase in influent flows during significant wet weather events. The spikes in the influent flows are suspected to be primarily due to inflow and infiltration (I&I). Inflow is suspected to be the primary source of the influent flow spikes during significant wet weather events based on the preliminary evaluation and correlation to rainfall data.

The immediate corrective action plan in this scope of work includes the following three (3) phases as listed in Table 1 below:

Table 1: ICA Phases

ICA Phase	Details
1	Data collection and evaluation of master lift station run times, plant influent data, daily influent flow data, rain gauge data, estimate base sanitary flow (BSF)
2	Evaluation of ICA Phase 1 data to identify lift station service areas with evidence of exceeding I&I and prioritize sub-basin inspections
3	Smoke test basins identified in ICA Phase 2 (up to 10 business days of field work) and provide repair recommendations.

Notes:

(1) Phase 4 and 5, including cross connection elimination design and post I&I abatement data analysis, is not included in this scope of work

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Task 1 - Project Management

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 13-month project design & bidding.

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – DATA EVALUATION

Task 1 - Preliminary I&I Abatement Memorandum

MEAD & HUNT will be evaluating the following data provided by the CITY:

- 12-month Master Station Pump Run Times
- 12-month Flow Influent Flow Data from Plant
- 12-month Rainfall Data
- All the data provided by the CITY will be at a minimum hourly intervals, but preferably in 15-minute intervals (if available).

- CITY GIS data

Based on the data provided MEAD & HUNT will calculate the base sanitary flow (BSF) at the plant and analyze the impact on the recorded flows during one (1) significant wet weather event of appropriate magnitude and duration. A rainfall event that reaches a magnitude of one-half inch over 24-hour period is considered as a significant event.

MEAD & HUNT will also study the extended run times during the rainfall event and prioritize the sub-basins that showed that showed significant change in run times for further investigation.

After the data evaluation, MEAD & HUNT will prepare a draft Preliminary I&I Abatement Memorandum (memo) that will include the following:

- Identify areas of suspected infiltration
- Identify areas of suspected inflow
- Prioritize sub-basins with highest infiltration potential
- Prioritize sub-basins with highest inflow potential
- Provide recommendation for smoke testing in sub-basins to address inflow potential
- Provide a smoke testing plan for the work performed in Phase 3.
- Approximate inflow and infiltration reduction potential of the analyzed rainfall events.

A draft memo will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY review.

MEAD & HUNT will schedule and attend a draft memo review meeting to review the CITY comments on the draft PDR. Comments received will be incorporated into the final memo and subsequent design documents.

Deliverables – Data Evaluation

- Draft Preliminary I&I Abatement Memorandum
- Preliminary I&I Abatement Memorandum Review Meeting Summary
- Final Preliminary I&I Abatement Memorandum

PHASE 3 – SMOKE TESTING & REPORTING

Task 1 - Communications Plan

MEAD & HUNT will use the information collected in previous phase to prepare and develop a smoke communication plan for the project.

The communication plan will include door hangers for connected users of the sub-basin and proposed schedule of communications and field work. A draft door hanger will be provided to the CITY for review and comment. A MEAD & HUNT contact will be provided on the door hanger to answer and address questions from the public. The comments received will be incorporated into the final door hanger. Printing of door hangers are included in Phase 4.

MEAD & HUNT will coordinate with the CITY to identify critical facilities where smoke testing is planned for.

Task 2 - System Smoke Testing

MEAD & HUNT's team of a field supervisor and two field testing technicians (smoke testing team) will spend up to ten days completing smoke testing in the prioritized sub-basins of the CITY's wastewater collection system gravity sewers. The testing will encompass up to 10-percent of the CITY's gravity collection system which is approximately 120,000 linear feet of mainline gravity sewers.

The following identifies the tasks which will be completed during this phase.

1. Select area to be tested and develop working field maps of the area.
2. Field review the areas selected and note on the map locations the divided work areas to be evaluated daily on basis.
3. During the initial field review, identify all types of businesses, specifically any medical offices or facilities, hospitals, schools, retirement homes (communities) or any other establishment that may need special consideration and handling during the smoke test. Strict consideration and coordination with customers who have sensitive needs must be adhered to, some of whom will not be included on any smoke testing schedule as the nature of their business, such as hospitals, is far too delicate.
4. MEAD & HUNT will attend one field coordination and kick off meeting with the CITY prior to distribution of door hangers and smoke testing. The purpose of this meeting is to discuss the field plan, schedule, contacts and review establishments of special consideration that were identified in the prior step.
5. Distribute notice of smoke testing to all commercial and residential buildings, Fire & Rescue, etc. to be impacted by smoke testing efforts. In addition, Fire station servicing the sub-basin areas will be notified of any proposed smoke testing activities seventy-two hours prior to initiation.

6. At least twenty-four hours must expire from the issuance of smoke testing notices to allow all affected to prepare for the testing or call with special exceptions, such as persons with health problems living at home, etc.
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8. Multi-day scheduling with one time reporting to the fire department/emergency personnel will not be permitted.
9. The CITY representative will be notified daily with the same information.
10. Should the fire department/emergency personnel respond to the target area during the actual smoke testing, all testing will cease immediately and the Smoke Testing Team's field supervisor in charge will communicate the fire unit responding to answer any questions that the fire department officer may have.
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It is understood that CITY staff members may accompany MEAD & HUNT field staff during the smoke testing to gain a better understanding of how to quantify potential inflow volumes from the smoke defects recorded and how to compare the smoke testing defect results to the previously recorded flow data.

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Items under this phase include out-of-pocket direct job expenses such as door hanger printing, reproductions, postage, etc.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

In addition to items previously mentioned, we have excluded the following items from our proposal:

- Topographic survey
- Geotechnical testing
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- Flow monitoring
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- Design and Permitting Services
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- Construction Services
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SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in accordance with the following schedule:

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COMPENSATION

The not-to-exceed cost for this Scope of Services, is \$191,147.00 based on the following breakdown:

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IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY

Ms. Lynn Stevens

January 4, 2023

Page 9

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CITY OF PORT ORANGE
INFLOW INVESTIGATION AND SEWER SMOKING
PORT ORANGE
ESTIMATED MANHOURLY SCHEDULE
January 4, 2023

Phase	Description	Senior Engineer	Principal/Senior Client Manager	Project Engineer	Technician II	Technician III	Administrative Assistant	Technician III	Engineer II	ODCs	Total Task (\$)
	Hourly Rate	\$ 167.00	\$ 249.00	\$ 177.00	\$ 117.00	\$ 133.00	\$ 96.00	\$ 133.00	\$ 148.00		See Below
1	Project Management										
	Project Coordination and Invoicing	40					16				\$ 8,216.00
	Internal Kick-Off Meeting	4	2	2	1	1	3	1			\$ 2,191.00
	External Kick-Off Meeting	4	2	2	1	1	2				\$ 1,962.00
	Subtotals	48.0	4.0	4.0	2.0	2.0	21.0	1.0	0.0	\$ -	\$ 12,369.00
2	Data Evaluation										
	Data Evaluation	8		60					80		\$ 23,796.00
	Draft Preliminary I&I Abatement Memorandum	8		80			6	16			\$ 18,200.00
	QA/QC		6								\$ 1,494.00
	Draft Report Review Meeting	2	8	8							\$ 3,742.00
	Final Preliminary I&I Abatement Memorandum	6		30			4	8			\$ 7,760.00
	QA/QC		4								\$ 996.00
	Subtotals	24.0	18.0	178.0	0.0	0.0	10.0	24.0	80.0	\$ -	\$ 55,988.00
3	Smoke Testing & Reporting										
	City Coordination/Public Outreach	6	5	2	40	40	1		40		\$ 18,617.00
	Door Hanger Notifications	4	4		40	40		8			\$ 12,728.00
	Field Work Kick Off	2	8	8	2	2	1				\$ 4,338.00
	Sewer Smoking Field Work			20	136	120				\$ 4,350.00	\$ 39,782.00
	Daily Coordination	4		20	8	8					\$ 6,208.00
	GIS Field Maps	8		8				30			\$ 6,742.00
	Field Data QA/QC	8	4	40							\$ 9,412.00
	Prepare Draft Report			60				25			\$ 13,945.00
	Draft Report QA/QC	5	3								\$ 1,582.00
	Draft Report Review Meeting	2		2							\$ 688.00
	Prepare Final Report			30							\$ 5,310.00
	Draft Report Comment/Response Log			2							\$ 354.00
	Final Report QA/QC	1	1								\$ 416.00
	Final Review Meeting	2		2							\$ 688.00
	Subtotals	42.0	25.0	194.0	226.0	210.0	2.0	63.0	40.0	\$ 4,350.00	\$ 120,790.00
	TOTAL ALL TASKS	114.0	47.0	376.0	228.0	212.0	33.0	88.0	120.0	\$ 4,350.00	\$ 189,147.00
4	Reimbursables Breakdown:										
	Description	Amount									
	Printing/Reproduction/Postage/Door Hangers	\$ 2,000.00									
	Total	\$ 2,000.00									
										Lump Sum Total	\$ 189,147.00
										Subs/Reimbursables	\$ 2,000
										GRAND TOTAL	\$ 191,147



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B7e) Approval of Task Authorization No. 6 with Kimley Horn - Construction Administration services for the WRF East Master Lift Station Upgrades

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Kimley Horn Task Authorization No. 6 - Construction Administration services for the WRF East Master Lift Station Upgrades project in the amount not to exceed \$165,028.00.

SUMMARY: This Task Authorization is for the construction phase engineering services for the East Master Lift Station Upgrades at the Water Reclamation Facility. Kimley Horn is the design engineer for this project. The construction contract to McMahan Construction Co. under ITB 22-10 is under consideration for approval on this agenda.

The East Master Lift Station pumps raw sewage that comes from homes and businesses around the community into the elevated bar screens at the Water Reclamation Facility (WRF). The East is one of two Master Lift Stations located at the WRF. The Master Lift Stations each utilize three pumps with each pump having an inlet valve, an outlet valve, and an outlet check valve. The East Master Lift Station handles much of the influent plant flow and the equipment has sustained the greatest wear and tear with constant use over its years of operation. The condition of the pumps and associated valves are such that it is time for replacement to insure there is no failure of the system which would cause costly emergency repairs and by-pass pumping. The project includes replacing the existing variable frequency drives (VFD's), replacing the existing plug valves with knife gate valves, adding a knife gate isolation valve, and modifications to the wet well necessary to install a pre-rotation basin and leveling the wet well floor. The replacement of the valves in combination with upgrading the pumps and electrical equipment will make the operations safer for the WRF Operations staff and overall operate more efficiently.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Kimley Horn Task Authorization No 6 - WRF East Master	Kimley Horn Task Authorization No 6 - WRF East Master.pdf
2.	Dept Justification Memo - Task No 6	Dept Justification Memo - Task No 6

3.	Kimley Horn CA Services - East Master LS Improvements	Kimley Horn CA Services - East Master LS Improvements.docx
	East Master Lift Station CA Services	East Master Lift Station CA Services.pdf

Kelly Klausky	Created/Initiated - 1/18/2023
Julia Wiggins	Approved - 1/18/2023
Richard Colby	Approved - 1/18/2023
Junos Reed	Approved - 1/18/2023
Steve Parnell	Approved - 1/19/2023
Lynn Stevens	Approved - 1/24/2023
John McKinney	Approved - 1/27/2023
Matthew Jones	Approved - 2/3/2023
Wayne Clark	Approved - 2/10/2023
Tracee Cody	Final Approval - 2/10/2023

TASK AUTHORIZATION NO. 6
Master Contract for Professional Engineering Services for Public Utilities and
Environmental Services dated January 18, 2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to **ITB 22-10 Water Reclamation Facility East Master Lift Station Construction Phase Services**, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within **450 days** from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **\$165,028.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization.

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Donald Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Engineer's Scope of Services

Consisting of 5 Pages

PROPOSAL FOR EAST MASTER LIFT STATION CONSTRUCTION PHASE SERVICES

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange East Master Lift Station. City staff requested that Kimley-Horn provide a proposal to provide construction phase services. The following is our understanding of the specific scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1: Construction Phase Services

- A. Kimley-Horn will contract directly with the electrical engineering subconsultant, Bailey Engineering Consultants (BEC) to provide electrical engineering construction phase services as defined in their proposal, enclosed herein.
- B. Kimley-Horn will coordinate a Pre-Construction Conference prior to the commencement of work at the site.
- C. Kimley-Horn will review shop drawings, samples, and other data that the Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or related safety precautions and programs.
- D. Kimley-Horn will review requests for information (RFIs), monthly pay applications, change orders, and other appropriate correspondence from the Contractor and will coordinate with the City on approvals and responses.
- E. Kimley-Horn will attend monthly construction progress meetings for the duration of the project (estimated at one per month for twelve months). Kimley-Horn will issue electronic meeting minutes and project updates following each progress meeting.
- F. Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Kimley-Horn will make up to twelve (12) visits during construction under this task to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are to be limited to spot-checking, selective measurement, and similar methods of general observation of the Work-based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding by the Contract Documents, and Kimley-Horn will keep the Client informed of the general progress of the Work.

- G. Kimley-Horn will review and compile construction records including as-builts, shop drawings, O&M manuals, and engineer record drawings following completion of construction. Kimley-Horn will assist the City in the preparation of certification and close-out documents for applicable FDEP Permits. Kimley-Horn will submit record drawings and certification submittals to FDEP upon receipt of documentation from the Contractor.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn assumes a total project schedule of 15 months.

Deliverables:

Deliverables for this project include the following:

- Certification and Close Out Documents
- Final Record Drawings

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$165,028.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Construction Phase Services	\$97,660	\$67,368	\$165,028
Total				\$165,028

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Task Authorization No. 6 Page 4

BY: Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____

January 5, 2023



Ms. Nicole McConnell, P.E.
Kimley-Horn
189 South Orange Avenue, Suite 1000
Orlando, FL 32801

Re: East Master Lift Station
Port Orange, FL

Dear Ms. McConnel:

We are pleased to submit our proposal for construction phase services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project. Our scope of work shall include the following:

Task 1 - Shop Drawing Review

Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents.

Task 2 - Issue Clarifications

Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

Task 3 - Site Visits/Start Up

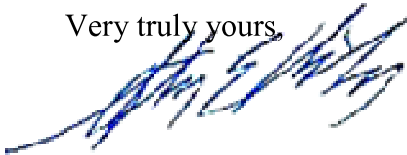
Make visits to the site to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made

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PHONE: 954-448-7930 • FAX: 954-713-9959

during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a lump sum amount of \$97,660.00. Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded.

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

KH-22-017G.docx

TASK 1 - SHOP DRAWING REVIEW			
Task	Man-Hours	Billing Rate/Hour	Cost
Principal	60	\$ 225.00	\$ 13,500.00
Engineer	100	\$ 140.00	\$ 14,000.00
Filed Supervisor	80	\$ 115.00	\$ 9,200.00
Subtotal			\$ 36,700.00
TASK 2 - ISSUE CLARIFICATIONS/MEETINGS			
Task	Man-Hours	Billing Rate/Hour	Cost
Principal	48	\$ 225.00	\$ 10,800.00
Engineer	60	\$ 140.00	\$ 8,400.00
Field Supervisor	80	\$ 115.00	\$ 9,200.00
Subtotal			\$ 28,400.00
TASK 3 -SITE VISITS			
Task	Man-Hours	Billing Rate/Hour	Cost
Principal	48	\$ 225.00	\$ 10,800.00
Engineer	24	\$ 140.00	\$ 3,360.00
Field Supervisor	160	\$ 115.00	\$ 18,400.00
Subtotal			\$ 32,560.00
Task 1 - Shop Drawing Review			\$ 36,700.00
Task 2 - Issue Clarifications			\$ 28,400.00
Task 3 - Site Visits			\$ 32,560.00
Total			\$ 97,660.00



City of Port Orange Public Utilities and Works Department

TO: Wayne Clark, City Manager

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

FROM: Junos Reed, P.E., Public Works & Utilities Engineering and Construction Manager

DATE: January 12, 2023

SUBJECT: Kimley-Horn – Task Authorization No. 6 - Construction Administration Services for ITB 22-10 WRF East Master Lift Station Upgrades

REQUEST:

The Public Works & Utilities Department is requesting the Council approve Kimley Horn Task Authorization No. 6 - Construction Administration services for the WRF East Master Lift Station Upgrades project in the amount not to exceed \$165,028.00.

PURPOSE:

This Task Authorization is for the construction phase engineering services for the East Master Lift Station Upgrades at the Water Reclamation Facility. The construction contract to McMahan Construction Co. under ITB 22-10 is under consideration for approval concurrently with this Task Authorization.

CONSIDERATION:

The East Master Lift Station pumps raw sewage that comes from homes and businesses around the community into the elevated bar screens at the Water Reclamation Facility. The East is one of two Master Lift Stations located at the WRF. The Master Lift Stations each utilize three pumps with each pump having an inlet valve, an outlet valve, and an outlet check valve. The East Master Lift Station handles much of the influent plant flow and the equipment has sustained the greatest wear and tear with constant use over its years of operation. The condition of the pumps and associated valves are such that it is time for replacement to insure there is no failure of the system which would cause costly emergency repairs and by-pass pumping. The project includes replacing the existing

variable frequency drives (VFD's), replacing the existing plug valves with knife gate valves, adding a knife gate isolation valve, and modifications to the wet well necessary to install a pre-rotation basin and leveling the wet well floor. The replacement of the valves in combination with upgrading the pumps and electrical will make the operations safer for the WRF Operations staff and overall operate more efficiently.

FUNDING:

East Master Lift Station Rehabilitation
Project #: SSP002 Sewer Plant Replacement
Fund 403: Water & Sewer R&R
Cost Center: Water & Sewer
Program – Wastewater Treatment
Spend Category: Sewer – Capital
Budget: \$284,261
Actual: \$165,028.00

RECOMMENDATION:

The Public Works & Utilities Department recommends Council approve Kimley Horn Task Authorization No. 6 - Construction Administration services for the WRF East Master Lift Station Upgrades project in the amount not to exceed \$165,028.00.

ANTICIPATED SCHEDULE:

- a) Council Approval – February 21, 2023
- b) Construction duration is 365 days, this TA will be for 450 days from NTP to allow for project closeout.

ATTACHMENTS:

- a) Kimley Horn Scope of Services and Fee Estimate for the East Master Lift Station Upgrades Construction Phase Services

PROPOSAL FOR EAST MASTER LIFT STATION CONSTRUCTION PHASE SERVICES

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange East Master Lift Station. City staff requested that Kimley-Horn provide a proposal to provide construction phase services. The following is our understanding of the specific scope of work that has been requested by City staff.

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Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn assumes a total project schedule of 15 months.

Deliverables:

Deliverables for this project include the following:

- Certification and Close Out Documents
- Final Record Drawings

Method of Compensation:

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<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Construction Phase Services	\$97,660	\$67,368	\$165,028
Total				\$165,028

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____

January 5, 2023



Ms. Nicole McConnell, P.E.
Kimley-Horn
189 South Orange Avenue, Suite 1000
Orlando, FL 32801

Re: East Master Lift Station
Port Orange, FL

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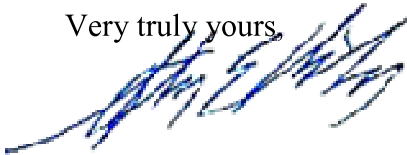
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Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a lump sum amount of \$97,660.00. Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded.

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

KH-22-017G.docx

TASK 1 - SHOP DRAWING REVIEW			
Task	Man-Hours	Billing Rate/Hour	Cost
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Engineer	100	\$ 140.00	\$ 14,000.00
Filed Supervisor	80	\$ 115.00	\$ 9,200.00
Subtotal			\$ 36,700.00
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Subtotal			\$ 32,560.00
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Total			\$ 97,660.00



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B7f) Approval of the Port Orange Community Trust Agreement

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Agreement with Port Orange Community Trust and authorize the Mayor and City Clerk to execute the associated documents, as well as authorize the City Manager to execute all renewals.

SUMMARY: Port Orange Community Trust (POCT) (a/k/a Port Orange Family Days) and the City of Port Orange have a decades-long relationship. The parties entered into a formal agreement for special event support, office, and storage space in 2013. This agreement expires in March of 2023. The City provides sole use of an office and storage building in the Lakeside Community Center as well as 1,343 staff hours spread across multiple departments for city-wide special events that are planned and operated by the group.

POCT would like to enter into a new agreement with the changes listed below.

1. City Staff support hours - POCT used 66.5 hours above the allocation for police services in 2022 and expects to need similar support moving forward. POCT is requesting that the allocated hours be increased by 50 hours annually, to help offset this over-expenditure. The 50 additional hours for police services are estimated to cost \$1,793.00 annually.
2. Pooling of City Staff support hours - The Police Chief, Parks & Recreation staff, and POCT Executive Director met to discuss this request and suggested that the staff support hours be pooled for all events instead of allocated by each individual event and POCT would pay for additional staff only if the overall allotted hours are exhausted. Department Staff will determine the level of service required based on each event.
3. Event Flexibility - POCT will continue to host the fall and spring events and requests flexibility to choose the seven additional events to meet the changing needs of the community. (Example: POCT held a gingerbread building competition from home instead of a movie night during COVID-19).
4. Waiver of the \$75.00 application fee for the three events that have alcohol sales. Total annual cost is \$225.00.

The term requested is for 5 years with two five-year renewals.

Currently, the City annually allows for:

564 hr for Parks & Recreation FT staff
116 hours for Parks & Recreation PT staff
250 hours for Public Works
335 hours for Police Services
78 hours for Fire Services
Total number of hours: 1,343

POCT representatives will be present and available to answer any questions.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Port Orange Community Trust - Amendment and Extension Agreement 2018	Port Orange Community Trust - 2018 Amendment and Extension Agreement 2018.pdf
2.	POCT Agreement 2013	POCT Agreement 2013.pdf
3.	Port Orange Community trust Agreement	Port Orange Community trust Agreement.pdf

Susan Lovallo	Created/Initiated - 2/3/2023
Susan Lovallo	Approved - 2/3/2023
Manuel Marino	Approved - 2/3/2023
John McKinney	Approved - 2/6/2023
Matthew Jones	Approved - 2/9/2023
Wayne Clark	Approved - 2/10/2023
Tracee Cody	Final Approval - 2/10/2023

**FIRST AMENDMENT AND EXTENSION
TO AGREEMENT BETWEEN THE CITY OF PORT ORANGE
AND PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**

THIS FIRST AMENDMENT AND EXTENSION TO AGREEMENT BETWEEN THE CITY OF PORT ORANGE AND PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC. DATED MARCH 12, 2013 ("Amendment") is made and entered into this _____ day of _____, 2018, by and between the **CITY OF PORT ORANGE, FLORIDA**, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**, a Florida nonprofit corporation whose principal address is 1999 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "Community Trust." The City and Community Trust are collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties entered into an Agreement on March 12, 2013 (the "Agreement") for a term of five (5) years, and providing for an option to renew for a period of five (5) years thereafter; and

WHEREAS, the Parties desire to amend the Agreement and extend the term of the Agreement for an additional five (5) year term, commencing on March 12, 2018 and continuing until March 11, 2023; and

WHEREAS, the City Council has determined that the execution of this Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Agreement, as amended, is hereby extended for an additional five-year period commencing on March 12, 2018 and continuing until March 11, 2023.
2. The fifth "WHEREAS" clause is hereby amended to read as follows:
"WHEREAS, the City has agreed to waive rental fees for approved Community Trust events; and"
3. Article I, Paragraph 1 of the Agreement is hereby amended to read as follows:
"During the course of each year, the Community Trust stages one half-day event at Riverwalk Park, one half-day event at City Center, major multi-day events at City Center in the Spring and Fall, a 5k race at City Center and presents free 'Movies Under the Stars' presentations up to four (4) times during the year in the Parker Amphitheater at City Center. Admission to such events is free to all. Unless the City chooses to opt out of any one or all of these events by action of Council, it shall be considered and listed and recognized as the official co-sponsor with the Community Trust. Other sponsors, whose sponsorship commitments underwrite the costs of events and make possible generation of funds for operation of the Community Trust and support of community activities, shall also be acknowledged. Space shall be provided without charge for displays or other presentations of the City and up to two

other entities designated by the City.”

4. Article III, Paragraph 3 of the Agreement is hereby amended to read as follows:
“The City authorizes the use of the land and facilities generally designated as ‘City Center’ and ‘Riverwalk Park’ under terms and conditions for each event as determined in conjunction with the Department of Parks and Recreation. The City shall determine the necessary staffing level for each event. City staff hours for each event shall not exceed the limits set forth in Exhibit ‘A’ for the respective event. The Community Trust shall reimburse the City for the costs of any additional City staffing required for an event beyond those limits set forth in Exhibit ‘A’. Jet skis shall not be permitted on City Center Lake, and because of water conditions, any use involving the lake must be previously approved by the City Manager.”
5. Article III, Paragraph 7 of the Agreement is hereby amended to read as follows:
“The Community Trust shall maintain insurance during the life of this Agreement for all of its uses and activities. The Community Trust shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers’ compensation coverage, the Community Trust’s insurance certificate shall include the insurer’s waiver of subrogation in lieu of naming the City as an additional insured for workers’ compensation.

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

The City reserves the right to increase required insurance coverages as determined for higher risk events in the sole discretion of the City’s Risk Manager.”

TYPE OF INSURANCE	MIN. COVERAGE AMOUNT
Commercial General Liability	\$1,000,000.00 per occurrence
	\$2,000,000.00 aggregate
Damage to Rented Premises	\$100,000.00
Liquor Liability (if applicable)	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Workers’ Compensation	As required by State Law

6. This Amendment 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 Amendment shall be deemed valid as if an original signature was delivered. No

agreement shall be formed between Community Trust and the City until both Parties have signed this Amendment.

7. All other terms and conditions of the Agreement shall remain in full force and effect, unless expressly modified herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Witnesses:

PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.

Printed Name:_____

By:_____
Jenny Fike, President

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

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Jenny Fike, as President of Port Orange Family Days Community Trust, Inc., a Florida nonprofit corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name:_____

By:_____
Donald O. Burnette, Mayor

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name:_____

By:_____
Robin L. Fenwick, CMC, City Clerk

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

“Exhibit A”

Port Orange Community Trust
Allotted Hours for Special Events

Allotted Hours per Department by Event:

Family Days

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	25	Hours
Parks and Recreation Staff	265	Hours
Public Works Staff	165	Hours
Police Staff	145	Hours
Fire Staff	35	Hours

Total Hours	635
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Spring Fair

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	20	Hours
Parks and Recreation Staff	265	Hours
Public Works Staff	85	Hours
Police Staff	145	Hours
Fire Staff	35	Hours

Total Hours	550
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Movies Under the Stars (5)

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	10	Hours
Parks and Recreation Staff	0	Hours
Public Works Staff	0	Hours
Police Staff	0	Hours
Fire Staff	0	Hours

Total Hours	All Four Movie: 50
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New 5K

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	5	Hours
Parks and Recreation Staff	10	Hours
Public Works Staff	0	Hours
Police Staff	21	Hours
Fire Staff	0	Hours

Total Hours	36
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New ½ Day City Center Event

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	8	Hours
Parks and Recreation Staff	16	Hours
Public Works Staff	0	Hours
Police Staff	8	Hours
Fire Staff	4	Hours

Total Hours	36
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New ½ Day Riverwalk Event

ITEM	QTY	UNIT
Location: City Center Circle		
Recreation Part-Time Staff	8	Hours
Parks and Recreation Staff	8	Hours
Public Works Staff	0	Hours
Police Staff	16	Hours
Fire Staff	4	Hours

Total Hours	36
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Total Hours All Events:	<u>1343</u>
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**AGREEMENT BETWEEN THE CITY OF PORT ORANGE AND
PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**

THIS AGREEMENT is made and entered into this 12 day of March, 2013, by and between **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as the "City," and **PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**, a Florida nonprofit corporation, hereinafter referred to as the "Community Trust."

WITNESSETH:

WHEREAS, for more than seventeen years the Community Trust and its predecessor organizations has promoted and supported community events for the betterment of the City and its citizens; and

WHEREAS, the Community Trust has invested proceeds of its events and activities in support of projects of the City, especially in the enhancement of its parks and recreational activities, and in the schools serving Port Orange students; food banks assisting those in need in the community, the activities of the Chamber of Commerce in recognizing and building community institutions, and other causes directly beneficial to the City and its citizens; and

WHEREAS, in 2006 the Community Trust both directly and indirectly contributed \$218,000 in cash, in-kind services and grant acquisitions toward the planning and costs of completion of the Lakeside Community Center and the City set aside office space and the adjacent storage space for the Community Trust's operation and equipment storage for use in its annual events at City Center; and

WHEREAS, on February 17, 2009, the City agreed to serve as a co-sponsor of Community Trust's annual events; and

WHEREAS, as a co-sponsor, the City waived use fees for the Community Trust events; and

WHEREAS, the relationship described herein has proven mutually beneficial and rewarding; the City finds that the Community Trust's activities serve a significant public purpose, and it is desirable to restate and consolidate all aspects of the relationship in a single relationship agreement; and

WHEREAS, the City Council has determined that the Community Trust Lifestyle Events benefit the City of Port Orange and has recognized the Community Trust's use of the Lakeside Community Center facilities for such purposes as set forth hereinafter.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

**ARTICLE I
CO-SPONSORSHIP OF EVENTS**

1. During the course of each year, the Community Trust stages major mutli-day events at City Center in the Spring and Fall, and presents free "Movies Under the Stars" presentations at least five times during the year in the Parker Amphitheater at City Center. Admission to such events is free to all. Unless the City chooses to opt out of any one or all of these events by action of Council, it shall be considered and listed and recognized as the official co-sponsor with the Community Trust. Other sponsors, whose sponsorship commitments underwrite the costs of events and make possible generation of funds for operation of the Community Trust and support of community activities, shall also be acknowledged. Space shall be provided without charge for displays or other presentations of the City and up to two other entities designated by the City.

**ARTICLE II
DESIGNATION OF PROJECT(S) FOR SUPPORT**

2. As part of its collaborative relationship with the Community Trust, the City may at its discretion designate specific projects or activities involving capital expenditures to which it recommends the Community Trust make contributions from proceeds of its events or for which it establishes separate fund-raising activity. The City will advise of financial needs but not set a required dollar amount for contribution by the Community Trust, nor will the City preclude Community Trust support of other needs. Except as provided in this Agreement, the City shall not be required to provide any other benefit of contribution to the Community Trust.

**ARTICLE III
USE OF FACILITIES**

3. The City authorizes the use of the land and facilities generally designated as "City Center" under terms and conditions for each event as determined in conjunction with the Department of Parks and Recreation. Fees for special services in which the City incurs costs outside its normal budgeted amounts shall be borne by Community Trust. Jet skis shall not be permitted on City Center Lake, and because of water conditions, any use involving the lake must be previously approved by the City Manager.

4. The City authorizes the continued use of the 171 square foot office space currently occupied by Community Trust in the Lakeside Community Center, owned by the City, located at 1999 City Center Circle, Port Orange, Florida 32129, and the continued use of the adjacent storage building in which exhibition tents and related equipment is housed hereinafter collectively, the "Premises". Ordinary and regular maintenance of the office spaces occupied by Community Trust shall be the responsibility of the Community Trust. The Community Trust shall be responsible for interior paint and the provision of janitorial services for the office area; paint for the exterior of the separate storage area and maintenance of the interior of the storage building. The Community Trust shall not be responsible for any utilities and shall bear the costs of any other services separately acquired. No alterations or modifications of the buildings shall be made without prior written approval of the City and Community Trust shall be responsible for any damage in excess or ordinary wear and tear.

5. These uses shall be for the operation of nonprofit community activities and for related purposes necessary and incidental to such programs and activities. The Community Trust shall not use or occupy the Premises, or permit the Premises to be used or occupied, for any other purpose without the prior written approval of the City. The Community Trust shall not assign or transfer this Agreement or allow any encumbrance of any kind to be placed against the Premises. The City, through its employees or agents, shall have the right to enter the Premises at all reasonable hours for any purpose connected with the inspection, maintenance, performance of work or enforcement or implementation of any covenant or provision of this Agreement.

6. The City authorizes additional use of Lakeside Community Center as follows:

- a) Use of the kitchen and concession stand in conjunction with "Movies Under the Stars" presentations.
- b) Use of the facilities within Lakeside Center for a maximum of ten (10) evenings (5 PM to 10PM) during any given calendar year not conflicting with paid rentals of the facilities and subject to approval by the City Manager or designee. Daytime use of the facilities (7AM – 5 PM) may be permitted by the City Manager or his designee if the facility is not rented or otherwise in use.
- c) Community Trust in the case of each use is responsible for clean-up and restoration of the facility to the condition existing prior to use.

7. For all of its uses and activities, the Community Trust shall have in full force and effect appropriate insurance coverage consistent with its usage and shall provide protection for the facilities and those using them and the interests of the City of Port Orange which, for event coverage, shall be included as a named insured. The Community Trust shall not use or occupy the Premises, or permit the Premises to be used or occupied, for any purpose or in any manner that may invalidate, conflict with or increase rates for any insurance policy covering the Premises.

8. All uses of City property covered by this Agreement shall be in compliance with all applicable requirements and regulations of the Title IV of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and implementing orders and regulations; the Americans with Disabilities Act and the Port Orange Code of Ordinances and policies relating to city-owned facilities.

ARTICLE IV TERM AND TERMINATION

9. This Agreement shall be for a term of five years with an option to renew for a period of five years from the date of its adoption by the Port Orange City Council.

10. Annually, within thirty (30) days of its anniversary date, the Community Trust shall make a presentation to City Council setting forth its activities, accomplishments and contributions to the city and its residents and providing a forum for Council to provide feed-back and offer suggestions for enhancement of the collaboration or modifications of this Agreement. If modifications to the Agreement are included in Council action, they will become effective upon acceptance by a vote of the Board of Directors of the Community Trust.

11. This Agreement may be terminated upon thirty (30) days written notice by either party following the affirmative vote of a majority of the City Council for the City or Board of Directors for the Community Trust, or upon ten (10) days written notice by the City Manager of breach or failure of the Community Trust to comply with any covenant or provision of this Agreement.

12. Upon expiration of this Agreement, the Community Trust shall remove its personal property and yield up and surrender to the City the Premises in a condition equal to that existing at commencement of this Agreement, ordinary wear and tear excepted. In the event that the Community Trust fails to meet this requirement, the Community Trust shall be responsible to reimburse the City for any costs incurred by the City in restoring the Premises to such condition and this obligation shall survive the termination of this Agreement.

13. Upon termination of this Agreement, the Community Trust shall not be entitled to any other benefit, credit or return from the City.

ARTICLE V INDEMNIFICATION

14. The Community Trust agrees to assume all liabilities and risks of loss, injury or damage to the Premises, real or personal property located at the Premises, and all persons who, in connection with or on account of this Agreement, use or occupy the Premises as set forth in Sections 1 and 2 of Article III of this Agreement. The Community Trust shall indemnify and hold harmless the City from and against all claims, damages, injuries, liabilities, losses and expenses, including attorneys' fees and costs at trial and on appeal, arising out of, resulting from, or in way connected with the condition of the Premises, any means of ingress to or egress from the Premises, the use or occupancy of the Premises, the performance of operations under this Agreement, any sales tax liability incurred as a result of this Agreement, or the failure of the Community Trust to comply with any covenant or provision of this Agreement.

ARTICLE VI BREACH

15. Waiver by the City of breach of any covenant or provision of this Agreement shall not be deemed to constitute a waiver or any proceeding or subsequent breach of the same or any other covenant or provision. If the City incurs any expenses in instituting, prosecuting or defending any action or proceeding for breach or enforcement of any covenant or provision of this Agreement, the Community Trust shall be liable for payment of such expenses, including attorney's fees and costs.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

ARTICLE VII NOTICES

17. All notices required to be given by either party shall be in writing, addressed to the other party as follows, and delivered by United States Postal Service; by facsimile, by electronic mail or by hand, with certification attached as to date and method of delivery.

**ARTICLE VIII
ENTIRE AGREEMENT**

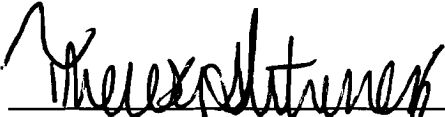
18. This Agreement supersedes any prior agreements and understandings between the parties and sets forth all the rights and obligations of the parties pertaining to the matters described herein. There are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter of the Agreement.

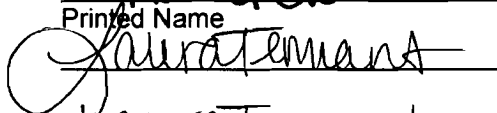
**ARTICLE IX
AMENDMENTS**

19. This Agreement may be amended or modified as a result of its Annual Review as provided for in Article IV, Section 2 or at the initiative of either party only by an instrument of equal formality. Such amendment or modification shall be effective only after an affirmative vote of a majority of the City Council for the City and Board of Directors for the Community Trust.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES



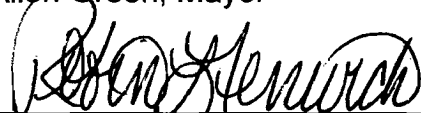
Theresa Gutierrez
Printed Name


Laura Tennant
Printed Name

**CITY OF PORT ORANGE, FLORIDA
a Florida Municipal Corporation**

By: 

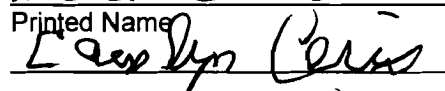
Allen Green, Mayor

Attest: 

Robin L. Fenwick, City Clerk

WITNESSES:



ANDREA Ehemann
Printed Name


CAROLYN CERIO
Printed Name

**PORT ORANGE FAMILY DAYS
COMMUNITY TRUST, INC.
a Florida nonprofit corporation**

By: 

Debra McCall, President

Attest: 

Jill Geddy, Executive Director

**AGREEMENT BETWEEN THE CITY OF PORT ORANGE AND
PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, hereinafter referred to as the "City," and PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC., a Florida nonprofit corporation, hereinafter referred to as the "Community Trust."

WITNESSETH:

WHEREAS, for more than twenty-seven years the Community Trust and its predecessor organizations have promoted and supported community events for the betterment of the City and its citizens;

WHEREAS, the Community Trust and the City have had a decades-long relationship where the parties entered into a formal agreement in March of 2013, expiring in March of 2023; and

WHEREAS, the Community Trust and the City desire to continue the relationship by entering into a new agreement; and

WHEREAS, the Community Trust has invested proceeds of its events and activities in support of projects of the City, especially in the enhancement of its parks and recreational activities, and in the schools serving Port Orange students; food banks assisting those in need in the community, the activities of the Chamber of Commerce in recognizing and building community institutions, and other causes directly beneficial to the City and its citizens; and

WHEREAS, the relationship described herein has proven mutually beneficial and rewarding; the City finds that the Community Trusts' activities serve a significant public purpose, and it is desirable to restate and continue with the relationship as set forth in this agreement; and

WHEREAS, the City Council has determined that the Community Trust lifestyle Events benefit the City of Port Orange citizens and recognizes the Community Trust's use of the Lakeside Community Center facilities for such purposes as set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

**ARTICLE I
CO-SPONSORSHIP OF EVENTS**

1. During the course of each year, the Community Trust anticipates hosting major multi-day events at City Center in the Spring and Fall, along with up to an additional

seven (7) events that may include "Movies under the Stars" presentations up to four (4) times during the year in the Parker Amphitheater at City Center. These events shall be subject to the terms and conditions set forth herein. Admission to such events is free to all. Unless the City chooses to opt out of any one or all of these events by action of Council, it shall be considered and listed and recognized as the official co-sponsor with the Community Trust. Other sponsors, whose sponsorship commitments underwrite the costs of events and make possible generation of funds for the operation of the Community Trust and support of community activities, shall also be acknowledged. Space shall be provided without charge for displays or other presentations of the City and up to two other entities designated by the City. Furthermore, the City agrees to waive the \$75.00 application fee for up to three (3) events that include the sale of alcohol at a total annual cost not to exceed \$225.00.

ARTICLE II DESIGNATION OF PROJECT(S) FOR SUPPORT

2. As part of its collaborative relationship with the Community Trust, the City may at its discretion designate specific projects or activities involving capital expenditures to which it recommends the Community Trust make contributions from proceeds of its events or for which it establishes separate fund-raising activity. The City will advise of financial needs but not set a required dollar amount for contribution by the Community Trust, nor will the City preclude Community Trust support of other needs. Except as provided in this Agreement, the City shall not be required to provide any other benefit of contribution to the Community Trust.

ARTICLE III USE OF FACILITIES

3. The City authorizes the use of the land and facilities generally designated as "City Center" and "Riverwalk Park" under terms and conditions for each event as determined in conjunction with the Department of Parks and Recreation. The City shall determine the necessary staffing level for each event. City staff hours for the events shall not exceed the annual limits set forth in **Exhibit "A"**. The Community Trust shall reimburse the City for the costs of any additional City staffing required beyond those limits set forth in Exhibit "A". Jet skis shall not be permitted on City Center Lake, and because of water conditions, any use involving the lake must be previously approved by the City Manager.

4. The City authorizes the continued use of the 171 square foot office space currently occupied by Community Trust in the Lakeside Community Center, owned by the City, located at 1999 City Center Circle, Port Orange, Florida 32129, and the continued use of the adjacent storage building in which exhibition tents and related equipment is housed hereinafter collectively, the "Premises". Ordinary and regular maintenance of the office spaces occupied by Community Trust shall be the responsibility of the Community Trust. The Community Trust shall be responsible for interior paint and the provision of janitorial services for the office area; paint for the exterior of the separate storage area and maintenance of the interior of the storage building. The Community Trust shall not be

responsible for any utilities and shall bear the costs of any other services separately acquired. No alterations or modifications of the buildings shall be made without prior written approval of the City and Community Trust shall be responsible for any damage in excess or ordinary wear and tear.

5. These uses shall be for the operation of nonprofit community activities and for related purposes necessary and incidental to such programs and activities. The Community Trust shall not use or occupy the Premises, or permit the Premises to be used or occupied, for any other purpose without the prior written approval of the City. The Community Trust shall not assign or transfer this Agreement or allow any encumbrance of any kind to be placed against the Premises. The City, through its employees or agents, shall have the right to enter the Premises at all reasonable hours for any purpose connected with the inspection, maintenance, performance of work or enforcement or implementation of any covenant or provision of this Agreement.

6. The City authorizes additional use of Lakeside Community Center as follows:
- a) Use of the kitchen and concession stand in conjunction with Movies Under the Stars presentations.
 - b) Use of the facilities within Lakeside Center for a maximum of ten (10) evenings (5 PM to 10 PM) during any given calendar year not in conflict with paid rentals of the facilities and subject to approval by the City Manager or his designee. Daytime use of the facilities (7 AM – 5 PM) may be permitted by the City Manager or his designee if the facility is not rented or otherwise in use.
 - c) In each case of use referenced hereinabove, Community Trust is responsible for clean-up and restoration of the facility to the condition existing prior to use.

7. The Community Trust shall maintain insurance during the life of this Agreement for all of its uses and activities (see minimum insurance requirements table below). The Community Trust shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Community Trust's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for workers' compensation.

8. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Community Trust shall not hold any event under this Agreement until the City has received and approved a certificate or certificates of insurance and endorsement evidencing the required insurance. The Community Trust shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. The City reserves the right to increase required insurance coverages as determined for higher-risk events at the sole discretion of the City's Risk Manager.

TYPE OF INSURANCE	MIN. COVERAGE AMOUNT
Commercial General Liability	\$1,000,000.00 per occurrence
	\$2,000,000.00 aggregate
Damage to Rented Premises	\$100,000.00
Liquor Liability (if applicable)	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Workers' Compensation	As required by State Law

9. All uses of City property covered by this Agreement shall be in compliance with all applicable requirements and regulations of the Title IV of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and implementing orders and regulations; the Americans with Disabilities Act and the Port Orange Code of Ordinances and policies relating to city-owned facilities.

ARTICLE IV TERM AND TERMINATION

10. Notwithstanding the date of execution, the effective date of this Agreement is March 13, 2023 ("Effective Date"), and shall be for a term of five (5) years with an option to renew for two additional five (5) year periods, subject to approval by the City Manager.

11. Annually, within thirty (30) days of the anniversary of the Effective Date, the Community Trust shall make a presentation to City Council setting forth its activities, accomplishments, and contributions to the city and its citizens, providing a forum for the Council to provide feedback and offer suggestions for enhancement of the collaboration or modifications of this Agreement. If modifications to the Agreement are included in Council action, they will become effective upon acceptance by a vote of the Board of Directors of the Community Trust.

12. This Agreement may be terminated upon thirty (30) days written notice by either party following the affirmative vote of a majority of the City Council for the City or Board of Directors for the Community Trust, or upon ten (10) days written notice by the City Manager of a breach or failure of the Community Trust to comply with any covenant or provision of this Agreement.

13. Upon expiration of this Agreement, the Community Trust shall remove its personal property and yield up and surrender to the City the Premises in a condition equal to that existing at the commencement of this Agreement, ordinary wear and tear excepted. In the event that the Community Trust fails to meet this requirement, the Community Trust shall be responsible to reimburse the City for any costs incurred by the City in restoring the Premises to such condition and this obligation shall survive the termination of this Agreement.

14. Upon termination of this Agreement, the Community Trust shall not be entitled to any other benefit, credit, or return from the City.

ARTICLE V INDEMNIFICATION

15. The Community Trust agrees to assume all liabilities and risks of loss, injury, or damage to the Premises, real or personal property located at the Premises, and all persons who, in connection with or on account of this Agreement, use or occupy the Premises as set forth in Article III of this Agreement. The Community Trust shall indemnify and hold harmless the City from and against all claims, damages, injuries, liabilities, losses, and expenses, including attorneys' fees and costs at trial and on appeal, arising out of, resulting from, or in a way connected with the condition of the Premises, any means of ingress to or egress from the Premises, the use or occupancy of the Premises, the performance of operations under this Agreement, any sales tax liability incurred as a result of this Agreement, or the failure of the Community Trust to comply with any covenant or provision of this Agreement.

ARTICLE VI BREACH

16. Waiver by the City of breach of any covenant or provision of this Agreement shall not be deemed to constitute a waiver of any proceeding or subsequent breach of the same or any other covenant or provision.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

ARTICLE VII NOTICES

18. All notices required to be given by either party shall be in writing, addressed to the other party as follows, and delivered by United States Postal Service; by facsimile, by electronic mail, or by hand, with certification attached as to the date and method of delivery.

ARTICLE VII ENTIRE AGREEMENT

19. This Agreement supersedes any prior agreements and understandings between the parties and sets forth the rights and obligations of the parties pertaining to the matters described herein. There are no further agreements or understandings, written or oral, between the parties relating to the subject matter of the Agreement.

ARTICLE VIII AMENDMENTS

20. This Agreement may be amended or modified as a result of its Annual Review as provided for in Article IV or at the initiative of either party only by an instrument of equal formality. Any amendment or modification shall be by a written agreement,

effective only after an affirmative vote of a majority of the City Council for the City and Board of Directors for the Community Trust.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Witnesses:

**PORT ORANGE FAMILY DAYS COMMUNITY
TRUST, INC.**

Printed Name:_____

By:_____
Amy Hall, President

Date:_____

Printed Name:_____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

“Exhibit A”
Port Orange Community Trust
Allotted Hours for Special Events

Allotted Hours per Department:

ITEM	QTY	UNIT
Recreation Part-Time Staff	116	Hours
Parks and Recreation Staff	564	Hours
Public Works Staff	250	Hours
Police Staff	385	Hours
Fire Staff	78	Hours

Total Hours	1393
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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B8) Resolution No. 23-05 - Reimbursement Resolution for Water Reclamation Facility East Master Lift Station Upgrades

DEPARTMENT: Finance

GOAL: 2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 23-05.

SUMMARY: On this agenda, Council will consider awarding ITB #22-10 to McMahan Construction Co., Inc. for the East Master Lift Station pumps in the amount of \$4,058,000. These pumps handle raw sewage from homes and businesses around the community into the elevated bar screens at the Water Reclamation Facility. The East is one of two Master Lift Stations located at the WRF. The Master Lift Stations each utilize three pumps with each pump having an inlet valve, an outlet valve, and an outlet check valve. The East Master Lift Station handles much of the influent plant flows and the equipment has sustained the greatest wear and tear with constant use over its years of operation.

The City intends to finance the costs of the WRF East Master Lift Station Upgrades with the proceeds of bonds, notes or other obligations to be issued in the future in one or more series, the interest on which is intended to be excludable from gross income for federal income tax purposes (the "Tax Exempt Financing").

The City expects to initially pay certain costs of the WRF East Master Lift Station Upgrades with funds other than proceeds of the Tax Exempt Financing (the "Advanced Funds") and to reimburse itself for such expenditures with proceeds from the Tax Exempt Financing when proceeds have been received.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Reso 23-05 - Reimbursement Reso - East Master Lift Station Upgrades	Reso 23-05 - Reimbursement Reso - East Master Lift Station Upgrades.docx
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Robin Fenwick	Created/Initiated - 2/6/2023
John McKinney	Approved - 2/6/2023
Matthew Jones	Approved - 2/8/2023
Wayne Clark	Approved - 2/10/2023
Tracee Cody	Final Approval - 2/10/2023

RESOLUTION NO. 23-05

A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF PORT ORANGE, FLORIDA TO ISSUE TAX-EXEMPT DEBT IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$4,058,000 TO REIMBURSE THE CITY FOR AMOUNTS ADVANCED BY THE CITY TO PAY THE COSTS FOR THE EAST MASTER LIFT STATION UPGRADES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida (the “City”) has received bids for the Water Reclamation Facility East Master Lift Station Upgrades in response to a competitive solicitation (ITB# 22-10);

WHEREAS, the City intends to finance the costs of such Water Reclamation Facility East Master Lift Station Upgrades with the proceeds of notes or other obligations to be issued in the future in one or more series the interest on which is intended to be excludable from gross income for federal income tax purposes (the “Tax Exempt Financing”);

WHEREAS, the City expects to initially pay certain costs of the Water Reclamation Facility East Master Lift Station Upgrades with funds other than proceeds of the Tax Exempt Financing (the “Advanced Funds”) and to reimburse itself for such expenditures with proceeds from the Tax Exempt Financing; and

WHEREAS, the City desires to set forth such intent in this Resolution for the purpose of compliance with United States Treasury Regulation Section 1.150-(2)(e).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, THAT:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (collectively, the “Act”).

SECTION 2. FINDINGS. The City Council hereby finds, determines and declares as follows:

A. The City is authorized under law, including, without limitation, the Act, to issue the Tax Exempt Financing for the valid public purpose of paying the costs of the Water Reclamation Facility East Master Lift Station Upgrades.

B. It is necessary, desirable, convenient and in the interest of the City that the Water Reclamation Facility East Master Lift Station Upgrades be financed as contemplated in this Resolution.

C. The City intends to finance the Water Reclamation Facility East Master Lift Station Upgrades with the proceeds of its Tax Exempt Financing to be issued in the future.

D. The City expects to pay certain costs of the Water Reclamation Facility East Master Lift Station Upgrades with Advanced Funds before the issuance of the Tax Exempt Financing.

SECTION 3. EXPRESSION OF INTENT. The City reasonably expects to use the proceeds of the Tax Exempt Financing to reimburse itself for all expenditures described herein made with the Advanced Funds. This Resolution is a declaration of the official intent of the City in that regard, within the contemplation of Section 1.150-(2)(e) of the Income Tax Regulations promulgated by the United States Department of the Treasury.

SECTION 4. MAXIMUM AMOUNT OF REIMBURSEMENT DEBT. The maximum principal amount of the Tax Exempt Financing reasonably expected to be issued to reimburse the City for the cost of the Water Reclamation Facility East Master Lift Station Upgrades is \$4,058,000.

SECTION 5. FURTHER ACTION. The officers and employees of the City are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or necessary or convenient to the issuance of the Tax Exempt Financing as provided herein.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED at a regular meeting this ____ day of February, 2023.

CITY OF PORT ORANGE, FLORIDA

Donald O. Burnette, Mayor

ATTEST:

Robin L. Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B9) Resolution No. 23-06 - FY2021 Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$9,401.00 from the Florida Department of Law Enforcement for Radar and Speed Measurement Program

DEPARTMENT: Finance

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 23-06, Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$9,401.00 from the Florida Department of Law Enforcement for Radar and Speed Measuring Equipment.

SUMMARY: An application for the FY23 Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) program was submitted to the Florida Department of Law Enforcement requesting \$9,401.00 for radar and speed measuring equipment with accompanying software. FDLE approved the grant application and staff is requesting Council approve the subaward #D-8C064: Port Orange Radar & Speed Measurement Program in the amount of \$9,401.00. Funds will be utilized to purchase a radar message sign, speed tracking device and a speed measuring device. No matching funds are required for this grant program.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Resolution No. 23-06	Resolution No. 23-06 .pdf
2.	8C064 - Federal Award - Agreement w attest	8C064 - Federal Award - Agreement w attest.pdf
3.	City of Port Orange - FINAL Application Submitted	City of Port Orange - FINAL Application Submitted.pdf

John McKinney
John McKinney
Manuel Marino
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 2/7/2023
Approved - 2/9/2023
Approved - 2/14/2023
Approved - 2/16/2023
Approved - 2/17/2023
Final Approval - 2/17/2023

RESOLUTION NO. 23-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING FINANCIAL GRANT ASSISTANCE FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department applied for a Florida Department of Law Enforcement (FDLE) FY2021 Edward Byrne Memorial Justice Assistance Grant for the purchase of radar and speed measurement equipment; and

WHEREAS, FDLE approved the grant application in the amount of \$9,401.00.

WHEREAS, the City Council of the City of Port Orange desires to accept the financial grant assistance from FDLE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby accepts the FDLE Edward Byrne Memorial Justice Assistance Grant in the amount of \$9,401.00 for the **D-8C064: Port Orange Radar & Speed Measurement Program 2022.**

Section 2. The Mayor and the City Clerk of the City of Port Orange are hereby authorized to execute agreements or contracts necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

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MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2023

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Port Orange

Recipient SAM UEI: LV8ZD1LYF3H4

Award Number: 8C064

Award Period: 10/01/2022 – 09/30/2023

Award Title: D-8C064: PORT ORANGE RADAR & SPEED MEASUREMENT PROGRAM 2022

Federal Funds: \$9,401.00

Matching Funds: \$0.00

CFDA: 16.738

Federal Award Number: 15PBJA-21-GG-00241-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Port Orange (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 30 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 8C064
Award Title: D-8C064: PORT ORANGE RADAR & SPEED
MEASUREMENT PROGRAM 2022
Award Period: 10/01/2022 – 09/30/2023

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of Port Orange

Signature: _____

Typed Name and Title: Donald O. Burnette, Mayor

Date: _____

Attest: _____ By: Robin L Fenwick, MMC, City Clerk
*** If using a designee, sign in the "Chief Official Designee" section below. ***

Chief Official Designee (optional) City of Port Orange

Signature: N/A-----

Printed Name and Title: N/A-----

Date: N/A-----

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	8C064
Recipient:	City of Port Orange
Award Title:	D-8C064: PORT ORANGE RADAR & SPEED MEASUREMENT PROGRAM 2022
Award Period:	10/01/2022 - 09/30/2023

Problem Identification

In 2021, the City of Port Orange saw an 11% increase in vehicle crashes over the previous year and a 68% increase in pedestrian-involved crashes. It is imperative that we reduce the number of vehicle and pedestrian-involved crashes.

This project is a priority for our agency because our goal is to ensure the highest level of traffic safety and law compliance for the citizens and visitors on Port Orange roadways. Addressing excessive speeding is imperative to public safety, maintaining compliance with traffic laws to deter traffic-related injuries, crashes, fatalities, and other incidents.

In an effort to reduce traffic violations, our city utilizes two (2) speed trailers throughout the city for visual speed awareness on roadways that are identified to have speed problems and traffic-affected city events. The presence of the radar and speed trailers greatly reduced the number of violations, thereby enhancing safety in the area for event participants and the public. Due to the limited number of speed trailers available, many other locations must do without this visual deterrent.

This project aligns with both federal and state JAG program areas because enforcing traffic laws and reducing traffic-related crashes, fatalities, and other incidents are paramount to public safety.

Scope of Work

The City of Port Orange will purchase and implement the following traffic control devices: (1) Radar Message Sign, (1) Speed Tracker and (1) Speed Measuring Device. By implementing the Radar Message Sign (RMS), the Speed Tracker and the Speed Measuring Device, the Port Orange Police Department's expected outcome is to reduce the City's overall crash percentage for 2022 by 5%.

This project will benefit all citizens and visitors to the City of Port Orange because improving traffic safety and law abidance will result in less crashes and make for safer commutes for all.

Deliverables will be completed in accordance with the agreement(s) between the City of Port Orange and our vendor (s)/provider(s). The minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report. The City of Port Orange will provide an invoice and canceled check as proof of payment.

Appendix B - Deliverables

Award Number: 8C064
Recipient: City of Port Orange
Award Title: D-8C064: PORT ORANGE RADAR & SPEED MEASUREMENT PROGRAM 2022
Award Period: 10/01/2022 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure Radar Message Signs, a Speed Tracker, and a Speed Measuring Device.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$7,901.00

Deliverable 2	Recipient will use federal grant funds to pay for Equipment Management and Mapping Software.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$1,500.00

Appendix C - Approved Budget

Award Number:	8C064		
Recipient:	City of Port Orange		
Award Title:	D-8C064: PORT ORANGE RADAR & SPEED MEASUREMENT PROGRAM 2022		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	\$9,401.00	\$0.00	\$9,401.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

E. Supplies

Item Name	Description	Grant Funded	Match	Total
Compact Speed Lidar Speed Measuring Device	One Compact Speed Lidar Speed Measuring Device @ \$1,850.00	\$1,562.00	\$0.00	\$1,562.00
Shipping & Handling Common Carrier	Shipping & Handling Common Carrier @ \$150.00	\$150.00	\$0.00	\$150.00
Solar Battery Kit, (Sh12,Sh15,SA18,iA18): 26Ah batt & enclosure, w/solar controller	One Solar Battery Kit, (Sh12,Sh15,SA18,iA18): 26Ah batt & enclosure, w/solar controller @ \$426.00	\$426.00	\$0.00	\$426.00
Solar Panel, 90W, includes bracket for pole and harness	One Solar Panel, 90W, includes bracket for pole and harness @ \$750.00	\$750.00	\$0.00	\$750.00
SpeedAlert 18 Radar Message Sign (RMS); base unit w/mounting bracket	One SpeedAlert 18 Radar Message Sign (RMS); base unit w/mounting bracket @ \$2,763.00	\$2,763.00	\$0.00	\$2,763.00
Traffic Logix Speed Tracker	One Traffic Logix Speed Tracker @ \$1,850.00	\$1,850.00	\$0.00	\$1,850.00
Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN.	One Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN @ \$400.00	\$400.00	\$0.00	\$400.00
E. Supplies Subtotal:				\$7,901.00

H. Other Costs				
Item Name	Description	Grant Funded	Match	Total
App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alert, Mapping and PremierCare	One App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alert, Mapping and PremierCare @\$1,500.00. The City of Port Orange will not use award funds to pay for any subscriptions outside of the requested award period.	\$1,500.00	\$0.00	\$1,500.00
H. Other Costs Subtotal:				\$1,500.00

Appendix D: Award Contacts

Award Number: 8C064
Recipient: City of Port Orange
Award Title: D-8C064: PORT ORANGE RADAR & SPEED MEASUREMENT
PROGRAM 2022
Award Period: 10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: William Harrison
Title: Sergeant
Address: 4545 Clyde Morris Blvd
Port Orange, FL 32129-4062
Phone: 386-506-5814
Email: wharrison@port-orange.org

Recipient Chief Official (CO)

Name: Donald O. Burnette
Title: Mayor
Address: 1000 City Center Circle
Port Orange, FL 32129-4144
Phone: 386-295-5760
Email: dburnette@port-orange.org

Recipient Chief Financial Officer (CFO)

Name: Jonathon McKinney
Title: Finance Director
Address:
Port Orange, FL 32129-4144
Phone: 386-506-5710
Email: jmckinney@port-orange.org

Appendix E: Special Conditions

Award Number: 8C064
Recipient: City of Port Orange
Award Title: D-8C064: PORT ORANGE RADAR & SPEED
MEASUREMENT PROGRAM 2022
Award Period: 10/01/2022 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0002 At the time of application, the recipient had not submitted a current EEO Plan (Utilization Report) to the Office of Criminal Justice Grants. The recipient must provide an EEO Plan to the Office of Criminal Justice Grants at monitoring.
- S0003 A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance

<https://www.bjs.gov/index.cfm?ty=tp&tid=47>

https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf

FY2021 NICS Act Record Improvement Program (NARIP) guidance

https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application 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;
- 3) 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 (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 CFR Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the “de minimis” indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the recipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program’s authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient’s written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization’s written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants

FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term “contractor” is used rather than the term “vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

“This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component.”

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior

content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).
- 14.0 Information Technology Projects**

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

18.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

20.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

21.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

22.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/s1001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held,

instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall

include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

21.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

22.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

24.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



Port Orange Radar & Speed Measurement Program 2022

Prepared by City of Port Orange
for Florida Department of Law Enforcement JAG21 - Direct

Primary Contact: William Harrison



Opportunity Details

Opportunity Information

Title

JAG21 - Direct

Description

This opportunity is available to select state agencies who receive annual appropriations under Florida's Justice Assistance Grant (JAG) Program.

Awarding Agency Name

U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Agency Contact Phone

850-617-1250

Agency Contact Email

criminaljustice@fdle.state.fl.us

Fund Activity Categories

Departments

Subjects

Opportunity Manager

Krista Sanders

Opportunity Posted Date

6/20/2022

Announcement Type

Initial Announcement

Assistance Listings Number

16.738

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/664e9666-2359-41a6-b68d-18c03426f4f3>

Is Published

Yes

Funding Information

Total Program Funding

\$606,881.00

Funding Sources

Federal Or Federal Pass Through

Funding Source Description

This funding is available under Florida's FY2021 Justice Assistance Grant award (15PBJA-21-GG-00241-MUMU). Additional information regarding this funding opportunity can be found on the FY2021 JAG - Direct (JAGD) funding page: <http://www.fdle.state.fl.us/Grants/Documents/Funding-Opportunities/JAGD/FY2021.aspx>.



Award Information

Award Period

10/01/2021 - 09/30/2024

Award Type

Non Competitive

Capital Grant

No

Indirect Costs Allowed

Yes

Restrictions on Indirect Costs

Yes

Matching Requirement

No

Submission Information

Submission Window

06/20/2022 12:00 AM - 08/31/2022 11:59 PM

Submission Timeline Type

One Time

Allow Multiple Applications

Yes

Technical Assistance Session

Technical Assistance Session

No

Eligibility Information

Eligibility Type

Public

Eligible Applicants

- County Governments
- City or township governments
- Native American tribal governments (Federally recognized)
- State Governments

Additional Eligibility Information

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior.

Additional Information

Additional Information URL

<https://www.fdle.state.fl.us/Grants/Home.aspx>



Additional Information URL Description

This site contains information regarding the various programs, funding opportunities, and forms managed by the Office of Criminal Justice Grants. Contact information and additional resources can also be found on this site.



Project Information

Application Information

Application Name

Port Orange Radar & Speed Measurement Program 2022

Award Requested

\$9,401.00

Total Award Budget

\$9,401.00

Primary Contact Information

Name

William Harrison

Email Address

wharrison@port-orange.org

Address

4545 Clyde Morris Blvd.
PORT ORANGE, FLORIDA 32129

Phone Number

(386) 506-5814



Project Description

JAG Program - Project Overview

Eligible Recipient for JAG Funds

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior. The eligible recipient cannot be a police department, sheriff's office, or other division of a unit of local government.

For the purposes of this opportunity, please provide the name of the eligible recipient below:

Eligible Recipient Name:

City of Port Orange

In which county is the Eligible Recipient located?

Volusia

What is the Eligible Recipient's SAM Unique ID number?

F3JJQPMJGA74

What is the Eligible Recipient's FEID or FLAIR account number?

596000412

Please select your desired reporting frequency for submitting payment requests AND performance reporting.

- ☐ Monthly
☒ Quarterly

Project Timeline

Desired Start Date of the Project

10/1/2022

Desired End Date of the Project

9/30/2023

Key Activities Timeline

	Estimated Completion Date	Description of Key Activity
QTR 1	12/31/2022	Obtain Quotes
QTR 2	3/31/2023	Order items
QTR 3	6/30/2023	Receive items and put into operation
QTR 4	9/30/2023	Close-out grant
QTR 5 (if applicable)		
QTR 6 (if applicable)		
QTR 7 (if applicable)		
QTR 8 (if applicable)		

JAG Program - Project Summary

Problem Identification (PID)

Instructions: The Problem Identification is a key element of any grant application. Responses in this section should describe the problem(s) to be addressed or solved with the funding in a clear, concise manner. Applicants may wish to consider and include relevant data (quantitative or qualitative) to support the issue identified. Applicants are strongly encouraged to use evidence-based practices in solving their identified problems. To search for evidence-based programs and practices, search <https://crimesolutions.ojp.gov/>.

PID1: Describe all hazards, risks, or concerns the funding will address.

The Port Orange Police Department's mission is to improve traffic safety through engineering, educational strategies, and enforcement action. These strategies are designed to improve traffic flow, reduce crashes, and ultimately reduce traffic-related injuries. Traffic Safety is a priority for our department. Every day throughout the United States and Florida there are traffic related tragedies. Our goal is to ensure the highest level of traffic safety and law abidance for the citizens and visitors on Port Orange roadways. This funding will address the following:

Objective One: Reduce the City's overall crash percentage for 2022/23 by 5%.

Objective Two: Identify crash causation factors by analyzing all pedestrian and bicycle traffic crashes.

Objective Three: Implement traffic safety programs, in conjunction with the Selective Traffic Enforcement Program (S.T.E.P.) and crash analysis, to reduce the number of pedestrian and bicycle traffic crashes.

It is the expectation of the Port Orange Police Department that by implementing the SpeedAlert 18 Radar Message Sign (RMS), the Traffic Logix Speed Tracker and the Compact Speed Lidar Speed Measuring Device that these objectives will be met.

PID2: Describe why this project is a priority for the agency, county, and/or state.

During 2021 a total of 1,708 vehicle crashes occurred within the City of Port Orange, which is an 11.4% increase from the 1,532 crashes occurring in 2020. There were seven (7) traffic fatalities in 2021, which is two (2) more than 2020. There were 38 Pedestrian involved crashes in 2021 compared to 12 in 2020. There were 19 Bicyclist related crashes in 2021 compared to 21 in 2020.

A total of 5,191 Uniform Traffic Citations (UTC's) were issued during 2021, a decrease of 22.1% from the 6,670 citations issued in 2020. There were 124 UTCs issued for DUI in 2021, which was an increase of 37% from the 90 issued from the previous year. There were thirty-five (35) DUI related crashes in 2021, which is a decrease of 5.7% from the previous year, when we had thirty-seven (33) DUI related crashes.

PID3: Describe any existing resources or actions being used to address the problem(s). If it is a new problem, please identify how you plan to address the issue.

Analyzing data and formulating strategies to improve traffic safety is an on-going endeavor and is a primary task of the Port Orange Police Department. Through continued adherence to the three "E's" of Engineering, Education, and Enforcement, our mission is to reduce the number of traffic-related incidents City-wide.

The two "Stalker" Speed Awareness Monitor (SAM) radar/speed trailers were utilized throughout the city for visual speed awareness on roadways that were identified to have speed problems and traffic affected city events. The presence of the radar/speed trailers greatly reduced the number of violations, thereby enhancing safety in the area for event participants and the public. The two (2) radar/speed trailers have been deployed to a multitude of locations throughout the City for a visual presence and educational purposes.

Review the program area definitions attached below:

JAG Program Area definitions.pdf

PID4: Select the appropriate program area for this project.

- ☒ 01 - Law Enforcement
- ☐ 02 - Crime Lab/Forensics
- ☐ 03 - Crime Prevention
- ☐ 04 - Prosecution
- ☐ 05 - Public Defense
- ☐ 06 - Courts
- ☐ 07 - Corrections
- ☐ 08 - Community Corrections
- ☐ 09 - Reentry Services
- ☐ 10 - Behavioral Health
- ☐ 11 - Assessment/Evaluation
- ☐ 12 - Crime Victim/Witness

PID5: Describe how the project aligns with the selected program area.

The Port Orange Police Department's goal is to ensure the highest level of traffic safety and law abidance for the citizens and visitors on Port Orange roadways. Addressing excessive speeding is imperative to public safety. When it comes to law enforcement, maintaining compliance of traffic laws to deter traffic related injuries, crashes, fatalities and other incidents related to traffic enforcement is a priority.

Federal/State Priorities

Federal priorities are identified in the program solicitation, and Florida's JAG strategic plan can be accessed below:

[JAG Strategic Plan](#)

PID6: Does the project align with a federal priority, or a priority identified in Florida's JAG strategic plan?

- ☒ Yes
- ☐ No

If yes, state which priority and briefly explain how this project addresses the identified priority.

Priority 3: TRAFFIC ENFORCEMENT

The Port Orange Police Department's goal is to ensure the highest level of traffic safety and law abidance for the citizens and visitors on Port Orange roadways.

This goal aligns with the JAG Strategic Plan Priority 3 – Traffic Enforcement.

PID7: Is the proposed project a continuation from the previous year?

- ☐ Yes
- ☒ No

Scope of Work (SOW)

Instructions: The Scope of Work provides important details on the tasks and activities to be completed under the grant award. Applicants are strongly encouraged to review the [OCJG Grant Writing Guide](#) for more information related to the Scope of Work and project deliverables.

NOTE: Information in this section will be used by OCJG's assigned grant manager to write the contract deliverables to satisfy state contracting requirements identified in [Section 215.971, Florida Statutes](#). It is important to provide clear responses to the questions below.

SOW1: Describe all major tasks and activities to be performed under the award.

Through the utilization of the SpeedAlert 18 Radar Message Sign, the Traffic Logix Speed Tracker and the Compact Speed Lidar Speed Measuring Device, the Port Orange Police Department will be able to address the following:

- Objective One: Reduce the City's overall crash percentage for 2022/23 by 5%.
- Objective Two: Identify crash causation factors by analyzing all pedestrian and bicycle traffic crashes.
- Objective Three: Implement traffic safety programs, in conjunction with the Selective Traffic Enforcement Program (S.T.E.P.) and crash analysis, to reduce the number of pedestrian and bicycle traffic crashes.

SOW2: Describe the expected outcome as a result of the tasks/activities identified in SOW1.

By implementing the SpeedAlert 18 Radar Message Sign (RMS), the Traffic Logix Speed Tracker and the Compact Speed Lidar Speed Measuring Device, the Port Orange Police Department's expected outcomes are to reduce the City's overall crash percentage for 2022 by 5%, identify crash causation factors by analyzing all pedestrian and bicycle traffic crashes and implement traffic safety programs, in conjunction with the Selective Traffic Enforcement Program (S.T.E.P.) and crash analysis, to reduce the number of pedestrian and bicycle traffic crashes.

SOW3: Describe who will benefit from the tasks, activities, and outcomes identified above.

All within the City of Port Orange jurisdiction would benefit from improving traffic safety and law abidance for their citizens and visitors.

SOW4: Describe the entity (or entities) responsible for completing activities under this project.

Port Orange Police Department

City of Port Orange

SOW5: Describe and/or provide the location of where project activities will be performed.

The traffic data collection will be used throughout the city at many locations to include residential areas, industrial areas, business areas and major and minor thoroughfares.

SOW6: Describe how the performance and completion of EACH identified task/activity will be verified.

Once the SpeedAlert 18 Radar Message Sign, the Traffic Logix Speed Tracker and the Compact Speed Lidar Speed Measuring Device have been deployed, the Port Orange Police Department will run an analysis of data collection to previous year to ascertain if the City's overall crash percentage has been reduced by 5%. In addition, we will look at the data and triangulate crash causation factors by analyzing all pedestrian and bicycle traffic crashes. Finally, the Port Orange Police Department will analyze if the implementation of traffic safety programs, in conjunction with the Selective Traffic Enforcement Program (S.T.E.P.) and crash analysis, aided to reduce the number of pedestrian and bicycle traffic crashes.

SOW7: Describe what source documentation will be maintained and provided to OCJG for payment requests for EACH activity identified above.

The Port Orange Police Department must obtain 3 quotes, purchase order, invoice and canceled check.

JAG Program - Spending Plan

Personnel

This category includes paying costs for salaries and overtime. This section should not include any fringe benefits.

Will you be using funds to support personnel costs?

- ☐ Yes
☒ No

Fringe Benefits

This category includes costs associated with paying the fringe benefits associated with salaries and overtime costs above. This may include: FICA, Medicare, Retirement, Health Insurance, Life Insurance, Worker's Comp, etc.

Travel

This category includes costs associated with travel. NOTE: Registration fees do not go in the Travel Category; they should be reflected in the "Other Cost" category.

Will you be using grant funds to support travel costs?

- ☐ Yes
☒ No

Equipment

This category includes costs for non-consumable items in excess of the organization's capital outlay threshold, or in the absence of an established threshold \$5,000, that has a useful life of more than one year. This may include equipment that does not meet the preceding criteria but is inventoried by the recipient organization.

Will you be using grant funds to purchase equipment?

- ☐ Yes
☒ No

Supplies

This category includes costs for small, consumable project supplies. These typically are below the organization's capital outlay threshold, have a useful life of less than a year, and/or are not inventoried on a regular schedule.

Will you be using grant funds to purchase supplies?

- ☒ Yes
☐ No

If yes, how much funding is being allocated to purchasing supplies?

\$9,401.00

Briefly describe how the supplies are necessary for the success of the project.

The SpeedAlert 18 Radar Message Sign, the Traffic Logix Speed Tracker and the Compact Speed Lidar Speed Measuring Device are central to our project as they collect the data we will use to address the following objectives:

- Objective One: Reduce the City's overall crash percentage for 2022/23 by 5%.
- Objective Two: Identify crash causation factors by analyzing all pedestrian and bicycle traffic crashes.
- Objective Three: Implement traffic safety programs, in conjunction with the Selective Traffic Enforcement Program (S.T.E.P.) and crash analysis, to reduce the number of pedestrian and bicycle traffic crashes.

Briefly describe the procurement method that will be used for each type of supply item listed in the budget.

The Port Orange Police Department will obtain 3 quotes. The total amount will not exceed \$9,401.00. The Port Orange Police Department will cover any overages if the quotes come in at a higher rate.

Contractual Services

This category includes third-party agreements with a vendor, provider, consultant, etc. to assist in accomplishing the goals and objectives of the project.

There are two types of contractual relationships recognized under federal awards. For a visual flowchart of the two types and what is required for each, please see our "[Understanding Contractual Services under Federal Awards](#)" resource.

Will you be using funds to support third-party agreements (contractual services)?

- ☐ Yes
☒ No

Other Costs

This category includes costs that do not fall into any other category. These items may include things such as rental agreements, utilities, subscriptions, training registrations, etc.

Will you be using grant funds to support other costs?

- ☐ Yes
☒ No

Indirect Costs

Federal recipients may elect to use a portion of funding for indirect costs.

Will you be using grant funds to support indirect costs?

- ☐ Yes
☒ No

JAG Program - Certifications & Forms

Required Forms/Certifications for All Applicants

Lobbying, Debarment, and Drug Free Workplace

All applicants are required to complete and submit the [Lobbying, Debarment, and Drug Free Workplace](#) Certification with each application submission.

Upload the completed certification below.

Port Orange Lobbying Signed.pdf

Subrecipient Management Questionnaire

All applicants are required to complete and submit the [Subrecipient Management Questionnaire \(SMQ\)](#) form with their application. This form is used to help evaluate the applicant organization's existing internal controls related to the management of federal grant funds. FDLE will utilize this form as a "risk assessment" to determine the appropriate level of monitoring (desk or onsite) for the subaward.

Upload the completed SMQ form below.

SMQ-Revised signed.pdf

Upload additional attachments to accompany your completed SMQ.

Equal Employment Opportunity (EEO)

Civil Rights Training (*NEW*)

As a condition of the federal JAG award, FDLE requires applicants (and subrecipients) to complete a two part Civil Rights Training and provide copies of the training certificates upon request. To access the training, please visit our [Civil Rights Training for Grantees](#) webpage. At a minimum, the applicant grant manager must complete the training.

Have you completed the Civil Rights Training for Grantees modules?

- ☒ Yes
☐ No (a condition will be added to award)

Upload copy of Civil Rights Training for Grantees certificates.

Civil Rights Certification KDC.pdf

EEO Certification (EEOC)

All applicants are required to submit an EEO Certification (EEOC) annually.

FDLE strongly recommends the use of the OJP Office for Civil Rights, [EEO Reporting Tool](#) to complete this certification, especially for applicants who are required to prepare an EEO Plan (EEOP), or Utilization Report. However, in absence of using the EEO Reporting Tool, you may choose to submit the [PDF certification](#) with your application.

Upload completed EEO Certification below.

EEO Plan.pdf

EEO Plan (EEOP)

Applicants with more than 50 employees who also receive a single award of \$25,000 or more in funding from the U.S. Department of Justice (regardless of if it is passed through FDLE), must complete and submit their EEO Plan (EEO Plan), also known as a Utilization Report, to OJP's Office for Civil Rights.

This process must be completed using the [EEO Reporting Tool](#). OJP's Office for Civil Rights has published an [assistance tool](#) to assist applicants with this process.

Does your organization have 50 employees or more?

- ☒ Yes
☐ No

Does your organization receive a single award of \$25,000 or more from any U.S. Department of Justice grant program?

- ☐ Yes
☒ No

No Plan Required (Less than \$25,000 in DOJ funding)

Based on your response, you are only required to submit the EEO Certification above. You may move to the next section.

Project Specific Certifications

Ballistic Vest Certification

Applicants proposing to use grant funds to procure ballistic vests must ensure the vests are American-made, ordered to fit the user, and are compliant with [NIJ Ballistic/Stab Standards](#). In addition, applicants purchasing routine-duty body armor must complete the [Ballistic Vests \(Mandatory Wear\) Certification](#) with their application.

Is this application proposing to use grant funds for ballistic vests?

- ☐ Yes
☒ No

Body Worn Camera Certification

Applicants proposing to use grant funds to procure body worn camera equipment and supplies must complete the [Body Worn Camera Policy Certification](#) with their application.

NOTE: Grant funds can only support licensing, storage, and warranties during the grant period. If these costs extend past the grant period they will be pro-rated from the date of purchase.

Is this application proposing to use grant funds for body cameras?

- ☐ Yes
☒ No

Confidential Funds Certification

Applicants proposing to use their grant to support confidential fund activities must complete the [Confidential Funds Certification](#) with their application. Additionally, applicants must have written policies and procedures to ensure confidential funds are managed in accordance with federal guidelines. Agencies who do not have a written policy may consider formalizing and adopting policies based off of our [example policy](#) provided on our website.

Is the applicant proposing to use the grant to support confidential fund activities?

- ☐ Yes
☒ No

Suitability to Work With Minors

Applicants proposing to use grant funds that involve interacting with minors must make a written determination of each individual's suitability to work with minors. For more information on this requirement, please review our [Suitability to Work with Minors](#) training slides.

In order to facilitate compliance with this requirement, FDLE has two forms that must be completed for any program involving interactions with minors:

- [Suitability to Work and/or Interact with Minors Certification \(SWIMC\)](#)
- [Suitability to Work and/or Interact with Minors Tracking \(SWIMT\)](#)

Is the applicant proposing to use grant funds for activities that directly involve working with or interacting with minors?

- ☐ Yes
☒ No

Telecommunications and Video Surveillance Services and/or Equipment

Applicants proposing to use grant funds to procure telecommunications and/or video surveillance equipment and/or services must complete a [TVS certification](#) with their application. For more information on this requirement, please review the [FAQs](#) and the [training](#) posted to our webpage.

Is the applicant proposing to use grant funds for telecommunications or video surveillance equipment/services?

- ☐ Yes
☒ No

Task Force Activities

Applicants proposing to use funds to support any task force activities (personnel, overtime, equipment, supplies, service agreements, etc.) must provide a task force personnel roster at the time of application. In addition, the applicant is responsible for ensuring all task force members complete the required [BJA Center for Task Force Integrity and Leadership online training](#) once every four years. The completion certificates for each member on the roster must be provided to OCJG.

Note: For any task force members who have not completed the training or have expired training certificates, a withholding of funds condition will be placed on the award until valid certificates are provided for each member on the task force roster.

Is the applicant proposing to use grant funds to support task force activities?

- ☐ Yes
☒ No

NEPA

Applicants proposing to use funds for "minor renovations", mounting items to the exterior of an existing building/structure (i.e. surveillance cameras), meth lab clean up activities, and some forensic processing requires approval from BJA's National Environmental Policy Act (NEPA) coordinator. Any applicants proposing projects that meet the criteria for NEPA approval are required to complete the [BJA CATEX Checklist form](#) and upload it with their grant.

Note: Applicants should not expend any grant funds until NEPA approval is obtained. If BJA denies the approval, you will not be reimbursed for the NEPA related expenses.

Is the applicant proposing to use grant funds for any NEPA related activities?

- ☐ Yes
☒ No

JAG Pre-Approvals

JAG funds may not be used to pay for any of the following items unless pre-approved by the BJA Director:

1. Vehicles, vessels, and aircraft (excluding police cruisers, police boats, and police helicopters). Note:
Pick-up trucks require BJA approval;
2. Luxury items;
3. Real estate;
4. Construction projects (other than correctional institutions); and/or
5. UAS/UAV/US systems and equipment.

See [BJA's JAG FAQs](#) for more information on the approval process. OCJG grant managers will review the application and seek more information for any items that may require BJA pre-approval.



JAG Program - Grant Contact Information

Recipient Grant Manager Contact Information

This individual serves as a primary point-of-contact and is responsible for:

- ensuring the project is progressing on time and promptly notifying their FDLE grant manager of any delays;
- overseeing all programmatic and financial reporting; and
- ensuring overall compliance with the grant agreement.

GM Name (First Last)

William Harrison

GM Title

Sergeant

GM Address 1

4545 Clyde Morris Blvd

GM Address 2

GM City

Port Orange

GM State

FL

GM Zip Code+4 (XXXXXX-XXXX)

32129-4062

GM Phone Number (XXX-XXX-XXXX)

386-506-5814

GM Email Address

wharrison@port-orange.org

Chief Official Contact Information

This individual is the agency head for the eligible recipient.

The eligible recipient for the JAG program is a state agency or unit of local government. Examples of Chief Officials may include: Chairperson, Mayor, Executive Director, Secretary, Commissioner, etc.

CO Name (First Last)

Donald O. Burnette

CO Title

Mayor

CO Address 1

1000 City Center Circle

CO Address 2

CO City

Port Orange



CO State

FL

CO Zip Code+4 (XXXXXX-XXXX)

32129-4144

CO Phone Number (XXX-XXX-XXXX)

386-295-5760

CO Email Address

dburnette@port-orange.org

Will the Chief Official be designating another individual to execute agreements on their behalf?

☐ Yes

☒ No

Chief Financial Officer (CFO) Contact Information

This individual is responsible for the recipient's accounting system, financial management, and certifying claim reports submitted for payment.

CFO Name (First Last)

Jonathon McKinney

CFO Title

Finance Director

CFO Address 1

1000 City Center Circle

CFO Address 2

CFO City

Port Orange

CFO State

FL

CFO Zip Code+4 (XXXXXX-XXXX)

32129-4144

CFO Phone Number (XXX-XXX-XXXX)

386-506-5710

CFO Email Address

jmckinney@port-orange.org

Will the Chief Financial Officer be designating another individual to certify payment requests on their behalf?

☐ Yes

☒ No

Additional Grant Contact

Is there an additional grant point-of-contact (POC) you wish to add to the grant file?

☐ Yes

☒ No

JAG Program - Program Income and Budget Review

Program Income (PGI)

Grant-funded activities may generate revenues for the recipient organization. Examples of program income activities include but are not limited to: asset seizures/forfeitures, registration/tuition fees, interest earned on grant funds, membership fees, court-ordered attorney's fees, and fees/fines for failed drug tests. All program income must be accounted for, reported, and expended in accordance with [Section 3.4 of the DOJ Grants Financial Guide](#).

Will any proposed grant activities generate Program Income?

- ☐ Yes
☒ No

Budget/Procurement Review

Sole Source

The use of noncompetitive procurement methods (i.e. sole source) for grant funded purchases and procurement contracts is strongly discouraged. However, there are three scenarios in which sole source is allowable:

1. The item or service is only available from one source. This does not mean a particular brand name of a product justifies a sole source, it is the item itself. For example, procuring electronic control devices cannot be a sole source because these less-lethal devices are available to purchase from Taser International and various other vendors.
2. A public emergency exists that will result in harmful delays if formal competition is required. This requires official written declaration of the public emergency by an authorized official (i.e. President, Governor, Mayor, etc.). The ability to purchase non-competitively under a declaration of public emergency expires when the written declaration expires.
3. Inadequate competition was noted after soliciting a number of sources. Documentation of the solicitations from each source must be maintained to support the noncompetitive procurement.

Applicants expecting to purchase grant-funded items non-competitively must complete the [OCJG Sole Source Justification Approval](#) form. If the total procurement, regardless of how much is grant funded, exceeds the federal simplified acquisition threshold (currently \$250,000), the OCJG grant manager must coordinate federal sole source approval, which may require additional information.

Are any items in the budget being procured noncompetitively?

- ☐ Yes
☒ No

State-Term or Alternate Source Contracts

Federal procurement regulations allow for grant-funded items to be piggybacked off of other existing contracts with other entities. This is often referred to as alternate source contracting and is often used by OCJG recipients when procuring off of a State-Term Contract. Applicants proposing to use this method of procurement are required to describe and provide the contract number they are using for the alternate source procurement.

Are any items in the budget being procured from an existing Florida State-Term Contract?

- ☐ Yes
☒ No

Are any items in the budget being procured from any other Alternate Source Contract?

- ☐ Yes
☒ No



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
E. Supplies		
App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alert, Mapping and PremierCare	\$1,500.00	\$1,500.00
Compact Speed Lidar Speed Measuring Device	\$1,562.00	\$1,562.00
Shipping & Handling Common Carrier	\$150.00	\$150.00
Solar Battery Kit, (Sh12,Sh15,SA18,iA18): 26Ah batt & enclosure, w/solar controller	\$426.00	\$426.00
Solar Panel, 90W, includes bracket for pole and harness	\$750.00	\$750.00
SpeedAlert 18 Radar Message Sign (RMS); base unit w/mounting bracket	\$2,763.00	\$2,763.00
Traffic Logix Speed Tracker	\$1,850.00	\$1,850.00
Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN.	\$400.00	\$400.00
Subtotal	\$9,401.00	\$9,401.00
Total Proposed Cost	\$9,401.00	\$9,401.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$9,401.00	\$9,401.00
Subtotal	\$9,401.00	\$9,401.00
Total Proposed Revenue	\$9,401.00	\$9,401.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

E. Supplies

List items by type (office supplies, postage, training materials, copy paper, books, etc.) with short description of what is included in the type. Each line item description MUST detail the calculation used to arrive the funded amount. NOTE: subscriptions, rent, utilities, etc. should be in the "Other Costs" category. EXAMPLE: office supplies (paper, pens, tape, files, sticky notes, etc.) average \$50/month x 12 months = \$600.

SpeedAlert 18 Radar Message Sign (RMS); base unit w/mounting bracket

One SpeedAlert 18 Radar Message Sign (RMS); base unit w/mounting bracket

App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alert, Mapping and PremierCare

One App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alert, Mapping and PremierCare

Solar Battery Kit, (Sh12,Sh15,SA18,iA18): 26Ah batt & enclosure, w/solar controller

One Solar Battery Kit, (Sh12,Sh15,SA18,iA18): 26Ah batt & enclosure, w/solar controller

Solar Panel, 90W, includes bracket for pole and harness

One Solar Panel, 90W, includes bracket for pole and harness

Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN.

One Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN.

Shipping & Handling Common Carrier

Shipping & Handling Common Carrier

Traffic Logix Speed Tracker

One Traffic Logix Speed Tracker

Compact Speed Lidar Speed Measuring Device

One Compact Speed Lidar Speed Measuring Device



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B10) Resolution No. 23-11 - Calling for a Primary and Special Election to elect a Council Member for District 2 and providing for qualifying dates

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 23-11 calling a special election to elect a Council Member for District 2, and providing for election dates and the qualifying period.

SUMMARY: Councilwoman Atwood's resignation has created a vacancy in the Council Seat for District 2 effective January 17, 2023. Pursuant to Charter Section 3.05(c), the City Council is required to call a special election of the voters to fill the vacancy.

The qualifying period will be from noon, Monday, June 12 through noon, Friday, June 16, 2023.

Should more than one (1) candidate qualify, the Special Primary Election date is set for August 22, 2023. The Run-off Special Election date, if needed, will be November 7, 2023.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Resolution No 23-11 - Calling Special Elections and Establishing Qualifying Period	Resolution No 23-11 - Calling Special Elections and Establishing Qualifying Period.docx
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Robin Fenwick
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 2/8/2023
Approved - 2/8/2023
Approved - 2/10/2023
Final Approval - 2/10/2023

RESOLUTION NO. 23-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, CALLING A SPECIAL PRIMARY ELECTION AND A SPECIAL ELECTION, AS NEEDED, FOR THE PURPOSE OF ELECTING THE CITY COUNCIL MEMBER FOR DISTRICT 2; PROVIDING FOR THE QUALIFYING PERIOD AND ELECTION DATES; AUTHORIZING THE CITY CLERK TO PROCEED WITH ALL ELECTION ARRANGEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District 2 City Council seat is now vacant due to the resignation of Council Member Kat Atwood effective January 17, 2023; and

WHEREAS, the Charter Section 3.05(c) of the City of Port Orange, Florida, provides that a special primary election and a special election, as needed, shall be held to fill a vacancy on City Council; and

WHEREAS, the City Council desires to establish the special and primary election dates and the qualifying dates for the voters to elect the council member for District 2; and

WHEREAS, Charter Section 5.02 and 5.05(b) provides that any person who resides in District 2, has been a resident of the City of Port Orange for at least 12 months, and is a registered voter (of Volusia County) may become a candidate for nomination to the office of city council member whenever the candidate files a petition signed by fifty (50) qualified electors of the city with the City Clerk, requesting that said candidate's name be placed on the ballot in the ensuing elections for council member in District 2. Said candidate shall file such papers and pay such fees as may be required by law with the City Clerk during normal business hours during the qualifying period; and

WHEREAS, all City of Port Orange registered voters shall be eligible to elect a council member at-large for District 2; and

WHEREAS, the city has given notice to the Supervisor of Elections, who has approved the primary and special election dates as set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, as follows:

Section 1. The City Council of the City of Port Orange hereby calls a Special Primary Election to be held Tuesday, August 22, 2023.

Section 2. The City Council of the City of Port Orange hereby calls a Special Election to be held on Tuesday, November 7, 2023, if needed.

Section 3. The qualifying period of the above-described special primary and special elections for the City of Port Orange shall begin on Monday, June 12, 2023 at 12:00 noon. The final time of qualifying shall be Friday, June 16, 2023 at 12:00 noon. No petitions to qualify will be accepted by the City Clerk after that date and time.

Section 4. In the event not more than one person qualifies as a candidate for a designated seat on the City Council to be filled at an election, that seat shall not be listed on the special primary or special election ballot. Each unopposed candidate shall be deemed to have voted for himself/herself.

Section 5. The City Clerk is authorized and directed to proceed with all election arrangements required for the above-described elections in accordance with the Charter of the City of Port Orange and applicable law.

Section 6. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of February, 2023.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B11) Approval of Major Special Event Request from Giuseppe's Steel City Pizza at 3658 Nova Road for Bike Week

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the one (1) day Major Special Event request for Bike Week 2023 for Giuseppe's Steel City Pizza, located at 3658 Nova Road, subject to the attached conditions.

SUMMARY: Joe Mialki, owner of Giuseppe's Steel City Pizza, requests approval of a Major Special Event to be held during Bike Week 2023. The proposed event is planned for Wednesday, March 8, 2023. The proposed hours for the event are from 11:00 a.m. until 4:00 p.m., with outdoor music ending at 4:00 p.m. The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 3, 2023, through Sunday, March 12, 2023.

Normal operations of Giuseppe's Steel City Pizza will continue during the event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2023, include free promotional giveaways from sponsors, motorcycle displays, and a DJ playing music. There will be no vendors at the event. No Port-o-let facilities are proposed for the event as the restrooms inside the restaurant will be available. No assistance from the Police Department or Public Works Department was requested.



Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise levels. Giuseppe's Steel City Pizza shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning can be issued and if not corrected or the violation recurs, the special event may be terminated, and noise violations from this event will be taken into account before permitting future events. According to the applicant, outdoor live music will occur between 11 a.m. and 4 p.m. for the one-day event (Wednesday, March 8, 2023).

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. According to Code Enforcement, there are no code violations existing on the subject property at this time.

Giuseppe's Steel City Pizza has not requested the surety bond be waived. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has historically been set at \$250 when required for past events. City Council has required staff to secure payment of the surety bond in past years and staff conditions require it.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Giuseppe's Steel City Pizza - Major Special Event Conditions Bike Week 2023	Giuseppe's Steel City Pizza - Major Special Event Conditions Bike Week 2023.docx
2.	Giuseppe's Steel City Pizza - Bike Week 2023 Event Map	Giuseppe's Steel City Pizza - Bike Week 2023 Event Map.pdf

Penelope Cruz	Created/Initiated - 1/23/2023
Tim Burman	Approved - 1/30/2023
Manuel Marino	Approved - 2/3/2023
Joe Meeske	Approved - 2/6/2023
Wayne Clark	Approved - 2/10/2023
Tracee Cody	Final Approval - 2/10/2023

RECOMENDATION:

Staff recommends approval of the request for a Major Special Event for Bike Week 2023 for Giuseppe's Steel City Pizza, subject to the following conditions:

1. **The subject Major Special Event is for March 8, 2023.**
2. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns if applicable.**
3. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control if applicable.**
4. **Rates for this event for staff time and equipment are per Resolution 19-2.**
5. Hours for the event shall be from 11:00 a.m. to 4:00 p.m., with outside music ending at 4:00 pm. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

Use occupancy category	Time	Sound level limit dBA
Residential	7:00 a.m.—10:00 p.m.	60
	10:00 p.m.—7:00 a.m.	50
Commercial or business	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Manufacturing, industrial or agriculture	All times	75
Noise sensitive zone	All times	55

7. There are no vendors for this event.
8. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. *Tents shall be permitted only on a temporary basis.*
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the

event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.

9. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
10. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
11. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
12. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
13. The event coordinator will be providing restrooms located inside the business.
14. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
15. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
16. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$48.00 per hour with a minimum of three hours.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
18. A temporary sign permit shall be required for signage for this event.
19. No trees shall be removed, and care shall be taken to protect landscaped areas.
20. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> for any fences or tents larger than 10x10 prior to first day of the event.
21. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
22. It is the event coordinator's responsibility to contact Code Enforcement at 386-506-5604 for an inspection of debris removal within 72 hours after the event.

23. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
24. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
25. The \$250.00 surety bond must be paid in full before issuance of permit.

Applicant (Print Name)

Applicant Signature

ALL OTHER OPEN CUSTOMER PARKING

UNBLOCKED
CLARA ST.
ENTRANCE

← CLARA STREET →

10x10
TENT

10x10
TENT

10x10
TENT

10x10
TENT

OPEN
CUSTOMER
PARKING

DJ
TABLE

OPEN HANDICAP PARKING

DEDICATED
MOTORCYCLE
PARKING

O's
represent 4
55 gal. trash
cans.
X's
represent
orange cones

← NOVA ROAD →

UNBLOCKED
NOVA RD
ENTRANCE



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B12) Approval of Major Special Event Request for The Doghouse Bar and Grill at 3400 S. Nova Road for Bike Week

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the ten (10) day Bike Week 2023 Major Special Event request for The Doghouse Bar and Grill, located at 3400 S. Nova Road, subject to the attached conditions.

SUMMARY: Rhonda Harrison, owner of The Doghouse Bar and Grill, requests approval for a Special Event to be held during Bike Week 2023 at 3400 S. Nova Road (see Location Map below). The proposed event is planned for Friday, March 3, 2023, through Sunday, March 12, 2023. According to the application submitted for the Special Event, the proposed hours for the event are from 11:00 a.m. until 12:00 a.m.(midnight), with outdoor music ending at 10:00 p.m. The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 3, 2023, through Sunday, March 12, 2023.

According to the Code of Ordinances, the hours of operation of a special event shall generally be limited to 11:00 pm, unless specifically waived or amended by the City Council. The applicant for this special event is requesting a time extension of 1-hour for the ten (10) nights of the event. If the Council grants the 1-hour time extension, the special event will end at 12:00 a.m. (midnight), but outdoor music will end at 10:00 p.m. All noise from music during any hours of operation, whether indoor or outdoor, shall not exceed the sound level limits established in Chapter 42, Article IV of the Code of Ordinances.

Normal operations of The Doghouse Bar and Grill will continue during the event. The daily outdoor activities for this event are intended to target the crowd attending Bike Week 2023, including live music and contests that will end at 10:00 p.m. There will be no vendors at this event. Setup of the event will occur 72 hours before the event and takedown of the event within 72 hours after the event. There will be six (6) port-o-let facilities for the event as well as the restrooms inside the business. The applicant for this special event is not requesting assistance from the Police Department or Public Works Department.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA.

It shall be the responsibility of the permit holder to monitor for noise violations. The Doghouse Bar and Grill shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the special event may be terminated, and noise violations from this event will be taken into account before permitting future events. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the special event may be terminated. According to the applicant, outdoor music will end at 10:00 p.m.

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. According to Code Enforcement, there are no code violations existing on the subject property at this time.

The Doghouse Bar and Grill has not requested the surety bond be waived. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has historically been set at \$250 when required for past events. City Council has required staff to secure payment of the surety bond in past years and staff conditions require it.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Doghouse Bar & Grill - Bike Week 2023 Major Special Event Conditions	Doghouse Bar & Grill - Bike Week 2023 Major Special Event Conditions.docx
2.	Dog House Bar & Grill - Bike Week 2023 Event Map	Dog House Bar & Grill - Bike Week 2023 Event Map.pdf

Penelope Cruz	Created/Initiated - 1/23/2023
Tim Burman	Approved - 1/30/2023
Manuel Marino	Approved - 2/7/2023
Joe Meeske	Approved - 2/7/2023
Wayne Clark	Approved - 2/10/2023
Tracee Cody	Final Approval - 2/10/2023

RECOMENDATION:

Staff recommends approval of the request for a Major Special Event for Doghouse Bar and Grill for Bike Week 2023, subject to the following conditions:

1. **The subject Major Special Event is for March 3-12, 2023.**
2. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns if applicable.**
3. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control if applicable.**
4. **Rates for this event for staff time and equipment are per Resolution 19-2.**
5. Hours for the event shall be from 11:00 a.m. to 12:00 a.m., with outside music ending at 10:00 pm. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

Use occupancy category	Time	Sound level limit dBA
Residential	7:00 a.m.—10:00 p.m.	60
	10:00 p.m.—7:00 a.m.	50
Commercial or business	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Manufacturing, industrial or agriculture	All times	75
Noise sensitive zone	All times	55

7. There are no vendors for this event.
8. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. *Tents shall be permitted only on a temporary basis.*
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
9. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.

10. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
11. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
12. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
13. The event coordinator will be providing restrooms located inside the business.
14. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
15. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
16. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$48.00 per hour with a minimum of three hours.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
18. A temporary sign permit shall be required for signage for this event.
19. No trees shall be removed, and care shall be taken to protect landscaped areas.
20. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> for any fences or tents larger than 10x10 prior to first day of the event.
21. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
22. It is the event coordinator's responsibility to contact Code Enforcement at 386-506-5604 for an inspection of debris removal within 72 hours after the event.
23. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
24. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
25. The \$250.00 surety bond must be paid in full before issuance of permit.

Applicant (Print Name)

Applicant Signature

N NOVA RD

OVERFLOW PARKING

EXIST DUMP

PORT-O-LETS

DRIVEWAY

ENTER

PARKING
BIKE
ONLY

DOGHOUSE
BAR + GRILL
REST.

OUT
FOOD
TENT

OUT DOOR
SEATING

EXISTING
STAGE

EXIT

EXISTING
HOUSE

BIKE
PARKING

ADDITIONAL
PARKING

RIKE EVENTS



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B13) Approval to submit the proposed project list for the River To Sea TPO 2023 Transportation Improvement Program Priority List

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
2 - Infrastructure

RECOMMENDED MOTION: Move to authorize staff to submit applications for the 2023 Priority Project ranking process for transportation and pedestrian improvements to the River To Sea Transportation Planning Organization (R2CTPO).

SUMMARY: Each year, the River to Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, trails, street lights, and traffic signals to be eligible for funding. If the projects are selected by the TPO and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the city.

Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right-turn lane at Village Trail, Herbert Street sidewalk, Herbert Street right-turn lane at Clyde Morris Boulevard, Spruce Creek Trail south of Taylor Road, McDonald Road sidewalk, Victoria Gardens Boulevard sidewalk, Dunlawton Streetlighting, and North Spruce Creek Road sidewalk.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction. Community Development staff requests City Council approval for the following applications for projects to be submitted for consideration for placement on the TPO's 2023 Project Priority List. This action does not obligate the City to fund these projects, only to include them for consideration on the TPO's Priority Project List.

If these projects are selected, and the City chooses to fund them, the projects will require a minimum 10% local government match. With these projects, the city pays for the project upfront and is then reimbursed. If these projects are accepted by the TPO, it is anticipated that the 301 Capital Projects Fund or 312 Transportation Impact Fee Fund will be the initial funding sources.

1. Request for a Feasibility Study to evaluate the reconfiguration of the northbound

right-turn lane at the intersection of Ridgewood Avenue (US 1) and Dunlawton Avenue (SR 421). This project would consist of removing the existing right-turn lane with a traditional deceleration right-turn lane for northbound traffic on Ridgewood Avenue that is making a right turn to travel eastbound on Dunlawton Avenue. The current right-turn lane configuration requires vehicles turning right to merge with eastbound Dunlawton Avenue traffic and this results in conflicts with eastbound traffic and merging traffic. Construction of a traditional dedicated right-turn lane at this location will segregate turning vehicles from through traffic, provide increased safety for vehicles and pedestrians at this intersection, and reduce conflicts with vehicles making the right turn and merging with eastbound traffic. Also included in this project would be accessible pedestrian signals and detectors, ADA-compliant sidewalks, and crosswalk approaches.



2. Request for a Feasibility Study to evaluate the life expectancy of three city-maintained bridges. The bridges to be evaluated are 1) Jackson Street Bridge at Canal View Boulevard, 2) Esplanade Street Bridge between the Willow Run and Oakbrook neighborhoods, and 3) Trailwood Drive. These bridges are key to local traffic routes and provide alternative routes for hurricane evacuation. The recently completed Feasibility Study for the proposed Jackson Street sidewalk project revealed that the existing vehicular bridge over the Halifax Canal at the intersection of Jackson Street and Canal View Boulevard has surpassed its life expectancy, and is unable to support a pedestrian "add-on" bridge, and that the entire bridge should be replaced. It was suggested by the TPO that the City should submit an application to replace the bridge. While meeting with Public Works staff to discuss the Jackson Street Bridge, it

was suggested that the Esplanade Street Bridge over the B-19 Tributary and the Trailwood Drive bridge over the Cambridge Canal be included in the Feasibility Study to determine if there is a better design for these bridges as they have continued maintenance issues. Attached is Exhibit A, which shows the location of the three bridges to be included in the Feasibility Study request.

In addition to the proposed new projects, the City currently has 18 projects on the TPO's 2022 Project Priority List that are in various stages of awaiting to be selected for a Feasibility Study or design. Attached is Exhibit B, which lists the current projects on the TPO's 2022 Project Priority List and their status.

PRESENTER: Tim Burman

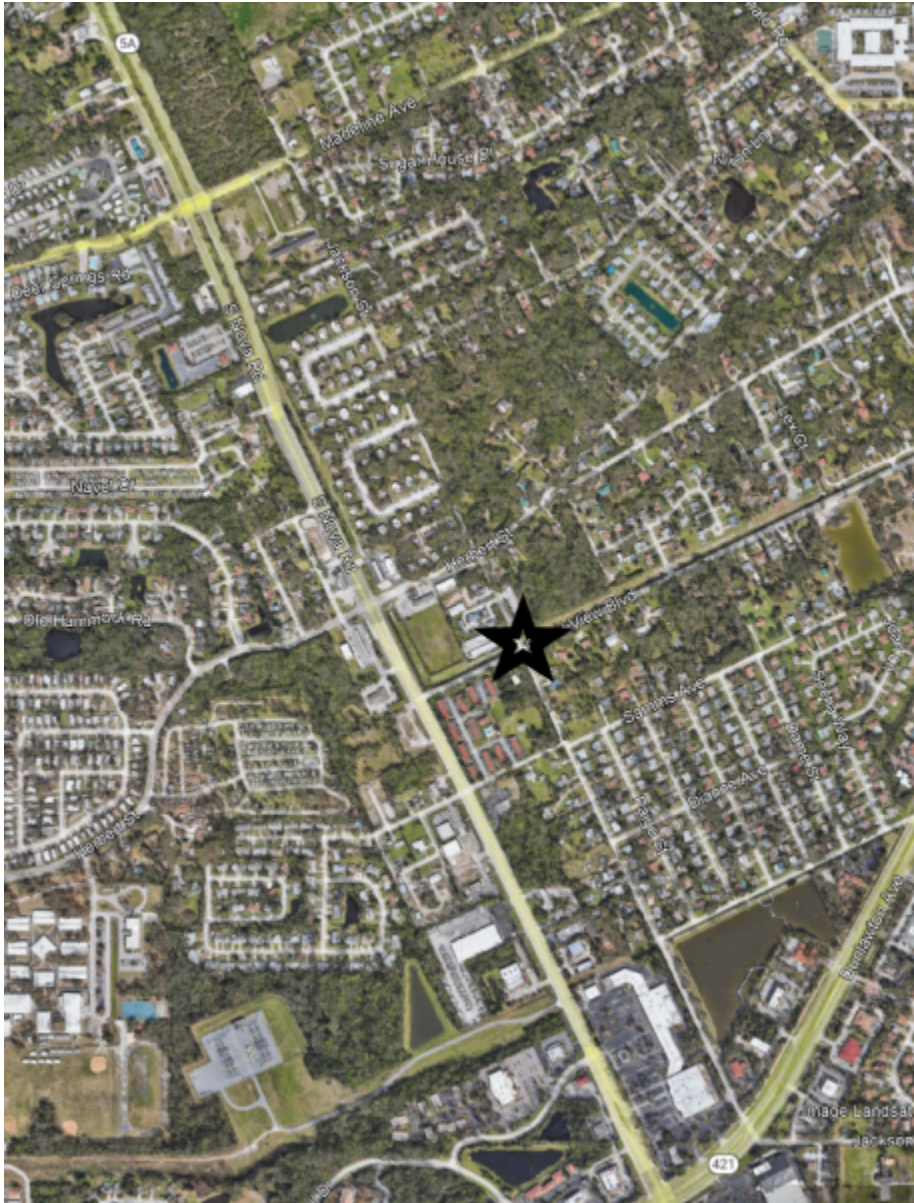
ATTACHMENTS:

1.	Exhibit A - Port Orange Bridges location maps and photos	Port Orange Bridges location maps and photos.pdf
2.	Exhibit B - Current List of City Projects on TPO Priority Project List	Exhibit A - Current List of City Projects on TPO Priority Project List.pdf

Lisa Epstein	Created/Initiated - 1/20/2023
Tim Burman	Approved - 2/2/2023
Wayne Clark	Approved - 2/10/2023
Tracee Cody	Final Approval - 2/10/2023

Exhibit A -- Bridge Locations & Photos

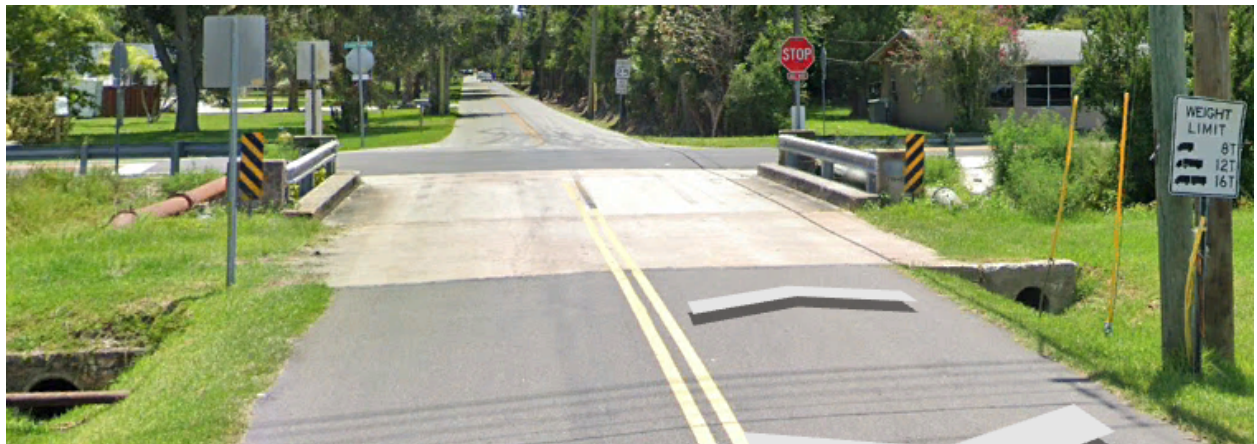
1. JACKSON STREET AT CANALVIEW BLVD (HALIFAX CANAL)



Aerial map of bridge location



Aerial of bridge & intersection

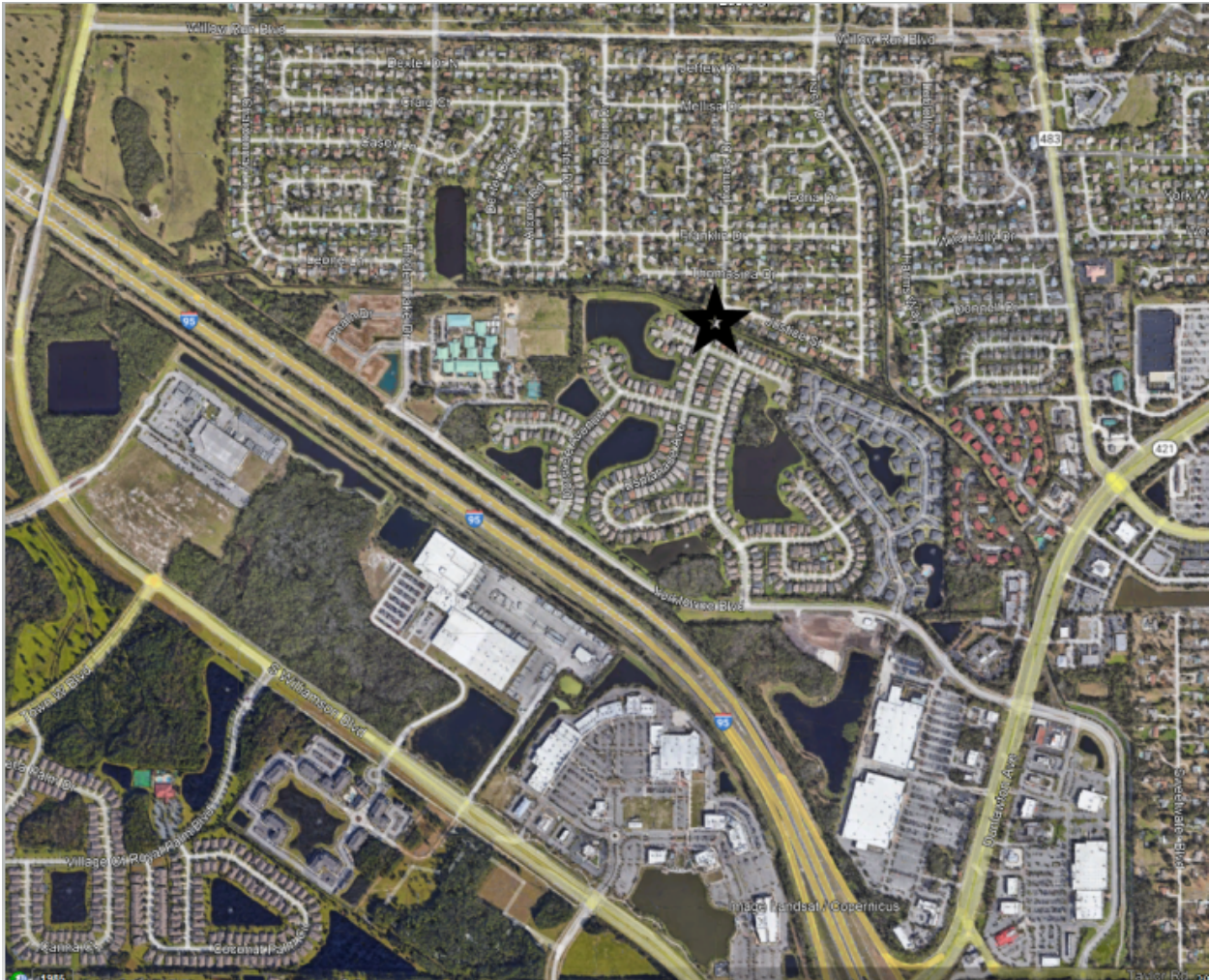


Southbound street view of bridge



Northbound street view of bridge

2. ESPLANADE AVENUE (B-19 TRIBUTARY 1)



Aerial map of bridge location

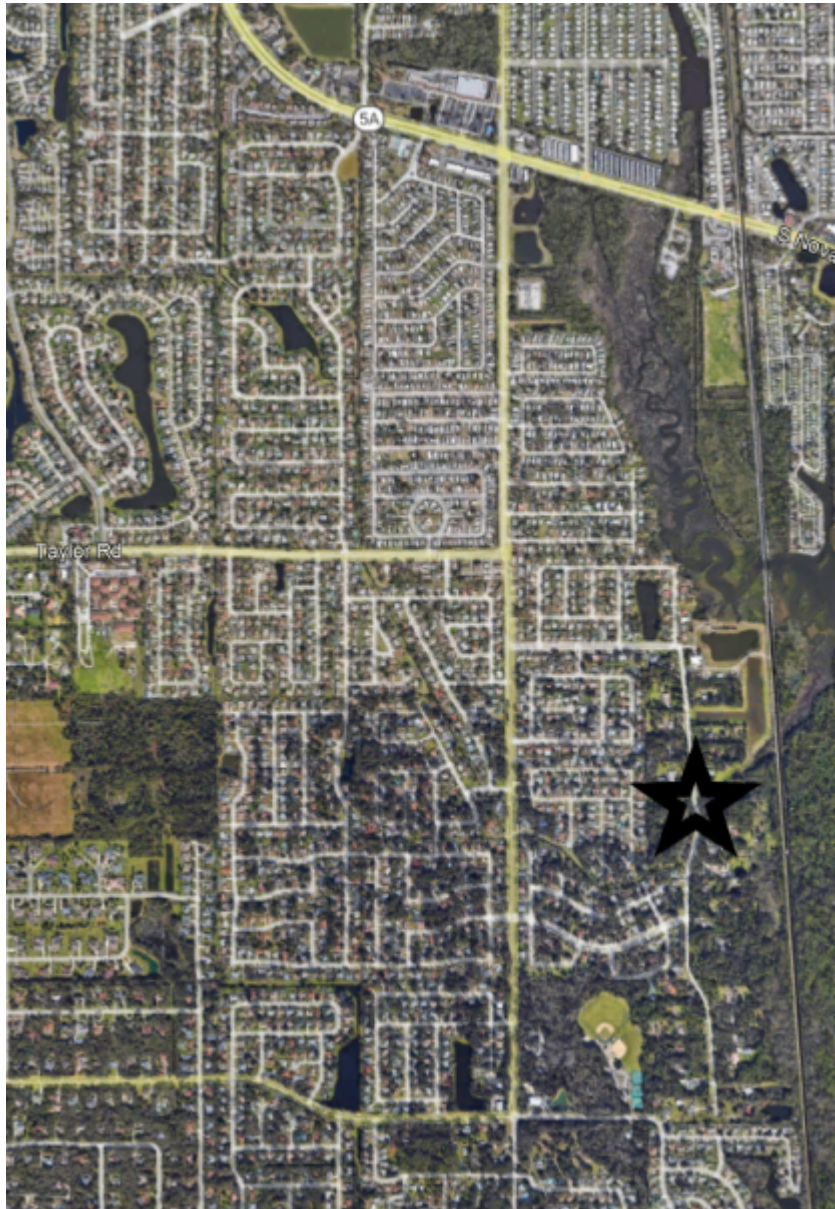


Aerial view of bridge



Eastbound street view of bridge

3. TRAILWOOD DRIVE (CAMBRIDGE CANAL)



Aerial map of bridge location



Aerial view of bridge



Southbound street view of bridge

Exhibit A - Current list of Port Orange projects on the TPO's 2022 Project Priority List

Traffic Operations, Safety and Local Initiatives Projects

1. Dunlawton Avenue Turn Lanes [design to begin Spring 2023] These projects were submitted individually, and Feasibility Studies have been prepared. These projects are bundled as a single project for design and future construction:
 - a. Westbound Dunlawton Avenue right-turn lane at City Center Parkway;
 - b. Eastbound Dunlawton Avenue right-turn lane at Clyde Morris Boulevard;
 - c. Westbound Dunlawton Avenue right-turn lane at Nova Road;
 - d. Extend existing left-turn lanes on Dunlawton Avenue (eastbound at Nova Road, westbound at Clyde Morris Boulevard); and
 - e. Southbound Yorktowne Boulevard right-turn lane and pedestrian improvements.
2. Clyde Morris Boulevard Right Turn Lanes (eastbound at Willow Run Boulevard, eastbound at Reed Canal Road, eastbound and westbound at Madeline Avenue) [Feasibility Study completed, awaiting funding for design].
3. Dunlawton Avenue Eastbound Right Turn Lane at S Swallowtail Drive [Feasibility Study underway].
4. Dunlawton Avenue/Taylor Road Pedestrian Streetlighting [Feasibility Study underway]
5. Eastport Access Improvements on Spruce Creek Road between Dunlawton Avenue and Commonwealth Boulevard [awaiting to be selected for Feasibility Study].
6. Eastbound Taylor Road left-turn lane at Clyde Morris Boulevard [awaiting to be selected for a Feasibility Study].
7. Eastbound Taylor Road left-turn lane at Yorktowne Boulevard/Boggs Ford Road/Taylor Road [awaiting to be selected for a Feasibility Study].
8. Madeline Avenue Lane Widening (between Clyde Morris Boulevard and Nova Road) [awaiting to be selected for Feasibility Study].
9. Eastbound & westbound Herbert Street left-turn lanes at Nova Road [awaiting to be selected for a Feasibility Study].
10. Eastbound and Westbound Madeline Avenue Turn Lane Improvements at Nova Road/Madeline Avenue Intersection [Feasibility Study completed, awaiting funding for design].

Bicycle and Pedestrian Projects

11. Port Orange Sidewalk Gaps [design to begin Spring 2023] Sidewalk Gap Project to complete connectivity to schools, bus stops, parks, and retail areas along Clyde Morris Boulevard, Taylor Road, and Herbert Street;
12. Willow Run Boulevard sidewalk (south side), from Clyde Morris Boulevard to Harms Way [design to begin Spring 2023];
13. Williamson-Willow Run Blvd Sidewalk (connecting Town Park subdivision to Chardonnay Drive) [design to begin Spring 2023];
14. Port Orange Sidewalk Bundle #1 [Feasibility Studies completed, awaiting funds for design]. These projects were submitted individually, and Feasibility Studies have been prepared. These projects are bundled as a single project for design and future construction:
 - a. Accessible Pedestrian Signals along the Dunlawton Avenue Corridor and Nova Road Corridor
 - b. Sidewalk and Wayfinding Signage in the Down Under Area
15. Madeline Avenue (east) sidewalks, from Clyde Morris Boulevard to Nova Road, and Bruner Road [Feasibility Study completed, awaiting funding for design].
16. Madeline Avenue (west) sidewalk, from S. Williamson Boulevard to Clyde Morris Boulevard [Feasibility Study completed, awaiting funding for design].
17. Jackson Street Sidewalk, from Canal View Blvd to Madeline Ave. [Feasibility Study completed, awaiting funding for design].
18. Spruce Creek Road Sidewalk Gaps, from Oak River Drive to Commonwealth Boulevard [Feasibility Study pending].



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (B14) Approval of Pioneer Arms Corp Economic Incentive Agreement - Ch. 20 Targeted Business

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Economic Incentive Agreement for Pioneer Arms Corporation

SUMMARY: Pioneer Arms Corporation has requested financial assistance from the City in the form of a refund/waiver of development fees through the City's Targeted Business Program related to the development of the Pioneer Arms Corporation headquarters facility. The new Pioneer Arms Corporation facility will be located at 4455 Eastport Parkway in the Eastport Business and Technology Park and the Eastport Business Center Community Redevelopment Area (CRA). The headquarters facility will include a +/- 20,000 square-foot building with office space and a manufacturing and shipping area.

According to Chapter 20 of the Land Development Code (LDC), the City's Targeted Business Program is to promote positive forms of new development and redevelopment; reward the creation and retention of value-added jobs; attract targeted businesses; revitalize the Port Orange Town Center and Eastport Business Center redevelopment areas; increase the nonresidential tax-base; and foster a diverse employment base within the city.

Targeted businesses may be extended incentives to aid in retaining their operations within the city; to aid in enhancing/expanding their operations in the city; or aid in relocating their operations to viable property within the city. Pioneer Arms Corporation is an existing Port Orange-based business currently located at 600 Oak Street, and the request letter states that the new facility will keep the business in the city and allow for growth.

According to the applicant's letters of request, Pioneer Arms Corporation is making a \$6,000,000 investment in the city including the construction of a +/- 20,000 square foot headquarters that includes office and manufacturing space and, when fully operational, will employ up to 175 individuals and salaries will range between \$20 to \$30 per hour. The request letter states that the new facility will keep the business in the city and allow for growth in the number of employees from 17 to 175 over the next 2-3 years.

The applicant has requested a refund or waiver of \$42,000 in site development and building permit review fees. The refund/waiver may not be applied to impact fees and utility connection fees. The amount of assistance is based on actual fees paid to date and estimates of final development fees that must be paid before a Certificate of Occupancy can be issued.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pioneer Arms Corp Agreement	Pioneer Arms Corp Agreement.pdf
2.	Pioneer Arms Corp Economic Incentive Agreement Request Letter	Pioneer Arms Corp Economic Incentive Agreement Request Letter.pdf

Tracee Cody	Created/Initiated - 2/8/2023
Tim Burman	Approved - 2/8/2023
Shannon Balmer	Approved - 2/10/2023
Wayne Clark	Approved - 2/14/2023
Robin Fenwick	Final Approval - 2/14/2023

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE**, Florida, a chartered municipal corporation (the "City" or "Grantor"), whose address is 1000 City Center Circle, Port Orange, Florida 32129 and **PIONEER ARMS CORP**, a Florida corporation (the "Grantee"), whose address is 600 Oak Street, Bldg. 1A, Port Orange, Florida, and collectively referred to as the Parties.

PROVISIONS:

WHEREAS, pursuant to the Land Development Code, Chapter 20, the City has established a Targeted Business Program ("TBP") to provide financial assistance to businesses; and

WHEREAS, the Grantee has applied for a grant to City of Port Orange, Port Orange, Florida; and

WHEREAS, Grantee is in the process of expanding its business to a bigger facility to be constructed on Lot 9B of the Eastport Industrial Park, Port Orange, Florida ("Improved Site"); and

WHEREAS, Grantee has an approved site plan and anticipates construction of a 20,000 square foot manufacturing facility at the Improved Site; and

WHEREAS, the City Council has considered the following factors; the number of jobs, the number of value-added jobs, average wage, type of business venture, how the business venture addresses the critical needs within the city, location of business venture, the value of construction, the significance of improvement, anticipated tax revenue, multiplier implications on the local economic health of the economy, availability of city funds and other factors related to the grant of financial assistance; and

WHEREAS, when fully operational, Grantee intends to employ 175 individuals with salaries ranging from \$20 per hour to \$30 per hour; and

WHEREAS, the capital investment for this new facility at the Improved Site is estimated at Six million and NO/100 Dollars (\$6,000,000.00) through equipment and construction improvements, increasing the taxable valuation as a result of said property improvements; and

WHEREAS, the City Council has determined that the Grantee qualifies for the grant; and

WHEREAS, the City Council has recently examined the current financial factors relating to the City's budget preparation and indicating the health of the local economy; and

WHEREAS, the Targeted Business Program grant is expected to foster a diverse employment base within the City; and

WHEREAS, funding is available in the form of refunding current building permit fees already incurred by the Grantee and future building permit fees for future expansion and improvements to the current location; and

WHEREAS, the Parties desire to enter into this Agreement as more particularly set forth hereinafter.

NOW, THEREFORE, for good and valuable consideration, receipt hereof is hereby acknowledged, the Parties agree as follows:

1. Above Provisions: The foregoing premises are true and correct and are incorporated herein by reference.
2. Grant: Subject to the terms and conditions contained herein, the City hereby awards Grantee a Targeted Business Program grant in the form of a refund of development permit fees in the amount of **Seven Thousand Two Hundred Fifteen and 12/100 Dollars (\$7,215.12)** previously incurred by the Grantee and waiver of future development permit fees, not to exceed **Thirty-Five Thousand Two Hundred Eighty-Four and 88/100 Dollars (\$35,284.88)**, subject to the terms of this Agreement, upon issuance of the building permit in accordance with the plans approved for construction. Said grant shall not exceed a total amount of **Forty-Two Thousand and NO/100 Dollars (\$42,000.00)**.
3. Conditions: Dispersal of the grant shall be made for the development permit fees in the amount of **Seven Thousand Two Hundred Fifteen and 12/100 Dollars (\$7,215.12)** previously incurred by the Grantee upon issuance of the building permit and waiver of any subsequent development permit fees not to exceed **Thirty-Five Thousand Two Hundred Eighty-Four and 88/100 Dollars (\$35,284.88)** shall be contingent upon issuance of the building permit. The Grantee agrees to provide the City with receipts of the actual costs incurred. **IMPORTANT: This grant shall not be**

considered a waiver of impact fees nor shall it be applied to impact fees due and owing by the Grantee.

4. Expiration: The city shall not distribute and is not required to distribute the grant if within 18 months of the date of execution of this Agreement the Grantee has not secured the issuance of the building permit. The City shall not be responsible for any costs associated with the Project or this Agreement or any other costs if the grant expires. The City shall not be held responsible for the inability of the Grantee to obtain the building permits.

5. Audit: The City reserves the right to review, audit and account for any and all financial records pertaining to the creation of jobs as set forth in this Agreement and as required by the Targeted Business Program.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce this contract provision.

7. Notice of Termination: Upon the City's determination that Grantee has breached any term of this Agreement, the City shall provide the Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above-described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the

City in order to avoid termination. The City shall provide Grantee a certified letter confirming termination of this Agreement. Within thirty (30) days of receipt of the termination letter, the City Manager may require the Grantee to submit a cashier's check to the City for the total amount of funds disbursed from the City's match under this Agreement.

8. Applicable Laws: The Grantee must comply with all applicable laws, ordinances and codes and Grantee shall, except where provided herein, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Grantee: Dillard Johnson.
PIONEER ARMS CORP
600 Oak Street, Bldg. 1A,
Port Orange, FL 32127

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

10. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.

11. No Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations nor does it constitute approval of the Project for development. All applicable Codes and regulations remain in force.

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any actions arising out of this Agreement shall be in Volusia County, Florida.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement on the day and year first above written.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Attest: _____
Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2023, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk. Both for the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

PIONEER ARMS CORP, A FLORIDA CORPORATION

By: _____
DILLARD JOHNSON, VICE President

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 _____, 2023, by Dillard Johnson, as Vice President of Pioneer Arms Corp, a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed name, commission and expiration:

PIONEER ARMS CORP

600 OAK STREET
PORT ORANGE, FL 32127

February 3, 2023

Wayne Clark, City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Financial Assistance Request

Dear Mr. Clark,

In accordance with Port Orange Development Code, Chapter 20, Dillard Johnson, owner of Pioneer Arms Corp, 600 Oak Street, Eastport Industrial Park, is respectfully requesting financial assistance for a large expansion to be constructed on Lot 9B at the Port Orange Eastport Industrial Park.

Specifically, we are requesting financial support for all city fees applicable to the construction of this expansion. Those fees to include permitting, application fees and reimbursement for those fees which have been paid thus far for this project.

We are making this request in light of our proposed expansion plan. Pioneer Arms has occupied a leased facility at 600 Oak Street in the Eastport Industrial Park since 2017 where we currently have 17 employees. The City of Port Orange has approved our site plan for Lot 9B which includes the construction of a 20,000 square foot manufacturing facility. Once complete, Pioneer Arms will employ a total of 175 people. Approximately 154 of these team members will be highly skilled and highly paid metal working technicians. Salaries will range from \$20 per hour to \$30 per hour for journeyman machinists. The total capital investment, to include building and equipment, is estimated to be approximately \$6,000,000.

We have been a corporate partner with Port Orange for six years. Our employees enjoy the advantage of a wide range of benefits including a 401K. We want to continue to grow in Port Orange which we consider to be our home. Your consideration for financial assistance is greatly appreciated and, if approved, will be a significant step in moving forward with our project.

Thank you.



Dillard Johnson
Vice President and Director of USA Operations

Cc: Tim Burman, Community Development Director



ANNUAL REPORT

20
22

To foster planning, funding and administration for programs and activities that strengthen family lives, individual values and potential, and community and civic responsibility.



OVER ONE
MILLION
DOLLARS
DONATED
TO DATE!





*A message
from*



THE EXECUTIVE DIRECTOR



Greetings,

As we finish out the year at Port Orange Community Trust, I can't help but reflect upon the many challenges we faced not only as an organization, but as a community. I also reflect on how our Board of Directors and I were able to navigate through the roadblocks, with the amazing support of our sponsors, volunteers, and individual community members.

Just when we thought we would be back on track with the pandemic behind us, it became apparent early on we would face a different set of issues.

Businesses that normally would participate and support our Spring event couldn't find help to man their spaces, either not signing up or cancelling last minute. Costs for everything increased more than we anticipated, and our long time Family Days carnival company had to close it's doors after generations in business due to not being able to find qualified help to run their shows safely just 2 months before our signature event.

Rescheduling an event of that size is not easy, especially trying to secure a carnival company in that short amount of time. Working closely with Parks and Rec, we were able to finally find a weekend we could host the event, and secured a carnival just in time.

Then along came Ian.

Family Days planning was paused and POCT jumped into action. With the support of community members, businesses and sponsors, our Board brought the needs of the people, to the people.

But not just POCT. Port Orange and our neighboring cities came together in such a way that absolutely touched my heart. Everywhere you looked, money was being raised, services were being offered and people forgot their differences and came together in a huge way.

Did we as an organization raise as much money as we have in the past? No.

Did we do a lot of good in the community both financially and partnering with other nonprofits and offer things money simply can't buy? Absolutely!

I am honored to be a small part of POCT, whose Board Members work tirelessly throughout the year to host our admission free events and support the many needs that come across my desk during the year.

After this particular year, I am even more honored to be a part of a COMMUNITY that has a collective heart for giving their time, money and support to one another, especially during a time of crisis.

I was blown away by the generosity of our area, and want to say thank you to each and every one of you. Not only as the Executive Director of our nonprofit, but as a resident. So, THANK YOU!

Kindly,
Jennifer Marano

2022 COMMUNITY EVENTS

POCT IS DEDICATED TO HOSTING ADMISSION FREE EVENTS FOR OUR COMMUNITY.
OUR LARGER EVENTS HOST GUESTS FROM ALL OVER CENTRAL FLORIDA.

4 MOVIES UNDER THE STARS
SPRING BREW & FOOD FEST
FAMILY DAYS
GINGERBREAD HOUSE COMPETITION

FUNDRAISERS
POKER RUN
GOLF TOURNAMENT AT SUGAR MILL

2022
POCT
POKERRUN





COMMUNITY GIVING 2022



HURRICANE RELIEF

AS THE POCT BOARD OF DIRECTORS PREPARED FOR FAMILY DAYS, HURRICANE IAN MADE A VISIT AND DEVASTATED SO MANY OF OUR COMMUNITITES IN THE AREA.

OUR BOARD IMMEDIATELY JUMPED INTO ACTION, RAISING FUNDS ONLINE, THEN MATCHING THOSE FUNDS TO SUPPORT HURRICANE RELIEF.

WE BEGAN MAKING CALLS TO LOCAL FOOD PANTRIES AND OTHER NONPROFITS TO SEE WHAT THEY NEEDED. WE VISITED NEIGHBORHOODS, AND FOUND RESIDENTS THAT HAD THEIR ENTIRE LIVES ON THE STREET. AND SO THE RELIEF BEGAN. FOOD, CLEANING SUPPLIES, HOT MEALS, TOWELS, PILLOWS AND MORE.

THANK YOU TO ALL WHO HELPED MAKE THIS RELIEF EFFORT HAPPEN.



2022 CASH DONATIONS

- COLLEGE SCHOLARSHIPS \$5000
- VETERAN'S SUPPORT FUND \$5000
- SILVER SANDS SPECIAL NEEDS LIFE SKILLS GRANT \$200
- VOLUSIA TURTLE PATROL \$1000
- CHILDREN'S ACADEMY OF FINE ARTS \$1500
- PORT ORANGE RAILROAD SOCIETY \$1500
- BOTANICAL GARDENS OF VOLUSIA COUNTY \$2000
- CITY OF PORT ORANGE, MAYOR'S GOLF TOURNAMENT \$1000
- CITY OF PORT ORANGE, REC MAN WOOD CARVING AT NEW REC CENTER \$3000
- HALIFAX FOUNDATION \$3200
- SUICIDE WALK \$1000
- SCHOOL SPORTS \$5750
- PORT ORANGE HISTORICAL TRUST \$1200
- FOOD PANTRY SUPPORT PORT ORANGE, SOUTH DAYTONA \$4500
- SCHOOL ADVISORY COMMITTEES PORT ORANGE, SOUTH DAYTONA \$6000
- HURRICANE RELIEF, FOOD PANTRIES, HOT MEALS FOR NEIGHBORHOODS, \$6500
- CITY OF PORT ORANGE, ELECTRICAL UPGRADES EVENT SPACE, \$10,500
- SENIOR STOCKINGS \$2100
- MISC. DONATIONS \$1000
- SPONSOR BAHAMA CASUAL \$1000
- SPONSOR A TASTEFUL AFFAIR, PORT ORANGE SOUTH DAYTONA CHAMBER OF COMMERCE \$500

**TOTAL CASH
SUPPORT
\$63,450**

2022 DONATED ACTIVITIES

- TRIBUTE BANDS \$3900
- 4 MOVIES UNDER THE STARS \$3300
- MUSICAL ENTERTAINMENT AT EVENTS \$16200
- KID'S ZONES \$6500
- TRUNK OR TREAT \$500
- GINGERBREAD CONTEST \$1000
- SPECIAL NEEDS CARNIVAL TIME \$3000

**TOTAL
FREE ACTIVITIES
\$34,400**

OTHER SPECIAL PROJECTS

SENIOR STOCKINGS PROJECT

THIS INITIATIVE SERVES THE LOWER INCOME SENIOR CITIZENS OF OUR AREA.

INDIVIDUALS AND MEMBERS OF THE BUSINESS COMMUNITY
CAN SPONSOR A SENIOR, AND WITH THOSE SPONSORSHIPS, POCT FILLS STOCKINGS
AND BAGS FULL OF NECESSITIES AND FUN TREATS.

WE THEN DELIVER THEM TO THESE AMAZING MEMBERS OF THE
COMMUNITY JUST BEFORE CHRISTMAS. OF COURSE, SANTA IS ON HAND, ALONG WITH OUR
ELVES TO SING A SONG OR TWO!

ONCE AGAIN, OUR BOARD WAS GREETED WITH SMILES AND THANKS!

"MY NAME IS XXX AND I LIVE AT EPIPHANY MANOR. I WAS SO SURPRISED BEFORE CHRISTMAS WHEN
A PLEASANT GIRL KNOCKED ON MY DOOR AND HANDED ME THIS NICE RED BAG AND WISHED ME
MERRY CHRISTMAS. THANK YOU SO VERY MUCH. IT WAS SO APPRECIATED. ALL USEFUL AND FOR
SOME OF US IT WAS THE ONLY GIFT WE GOT. SO BLESS YOU ALL AND SPECIAL THANKS FROM ME
AND I'M SURE THANKS FROM THE REST OF US TOO. MADE MY DAY. HAPPY NEW YEAR."



POCT'S GINGERBREAD CONTEST

AN EVENT BORN OUT OF COVID, OUR GINGERBREAD CONTEST SPONSORED BY A BETTER BUILDER HAS DEFINITELY TAKEN ON A LIFE OF IT'S OWN!

THIS ACTIVITY ALLOWS OUR COMMUNITY TO COME PICK UP A FREE KIT, THEN WORK ON IT AT HOME AND BRING IT BACK TO BE JUDGED FOR PRIZES!

POCT OFFERS HOT CHOCOLATE, DONUTS, BUBBLES, MUSIC AND FUN ON THE DAY OF JUDGING.

IT IS SO NICE TO HEAR THAT THIS HAS BECOME A TRADITION FOR MANY OF THE FAMILIES THAT PARTICIPATE!



2022 ANNUAL SPONSORS

PRESENTING SPONSORS

HALIFAX HEALTH
VYSTAR CREDIT UNION
ONE HOUR HEATING & AIR, BENJAMIN FRANKLIN PLUMBING
& MISTER SPARKY ELECTRIC
STROUD'S BBQ
CITY OF PORT ORANGE

COMMUNITY LEADER SPONSORS

HOMETOWN NEWS
SOUTHERN STONE EVENT GROUP
VINTAGE PAPER CO.
DAYTONA BEACH NEWS JOURNAL

GOOD CORPORATE SPONSORS

DAYTONA HYUNDAI
COUNTRY INN & SUITES
THE MONEY PAGES
ADVANCED HOME SYSTEMS
LKQ PICK YOUR PART
FPL
WOLVES REALTY GROUP

FAMILY FRIENDLY SPONSORS

WASTE PRO -TREE CARE AMERICA - TSI
NOVA FAMILY CAMPGROUND - BERLIN & DENYS
MICHAEL CIOCCHETTI, PLLC - JUST PEACHY CLEAN, LLC
WAWA -SPLASH CARWASH
COUNTRYSIDE LAKES ASSISTED LIVING - VOLUSIA DIGNITY MEMORIAL
PALMER COLLEGE OF CHIROPRACTIC

HONORABLE SPONSORS

MEAD & HUNT -APEX ELECTRICAL SERVICES - FIRST WATCH

2022 EVENT SPONSORS

REALTY PROS ASSURED - HALIFAX HEALTH - ONE DAYTONA - STROUD'S BBQ
HALIFAX VETERINARY CENTER - A BETTER BUILDER - INTEGRITY POWER SPORTS

A LOOK AHEAD

IF POCT LEARNED ANYTHING THIS YEAR, IT IS THE IMPORTANCE OF PARTNERSHIPS. NOT ONLY WITH OUR ANNUAL AND EVENT SPONSORS, BUT WITH OTHER NONPROFITS AND INDIVIDUAL COMMUNITY MEMBERS.

WE JOINED FORCES WITH JEEP BEACH AND THE HALIFAX FOUNDATION IN 2022, AND WILL CONTINUE THESE PARTNERSHIPS IN 2023.

WITH THE HELP OF JEEP BEACH, POCT WAS ABLE TO HOST IT'S FIRST EVER SPECIAL NEEDS CARNIVAL TIME DURING FAMILY DAYS, WITH THE GUEST ADMISSIONS PAID FOR BY JEEP BEACH!

THE FEEDBACK FROM THE FAMILIES WHO PARTICIPATED WAS ALL POSITIVE. MANY GRATEFUL NOTES RECEIVED INSPIRE US TO CONTINUE TO GROW NOT ONLY THIS PORTION OF THE EVENT, BUT ALSO OUR SENSORY ZONE IN OUR SPRING AND FALL KID'S ZONES!

WE WERE HONORED TO RECEIVE A GRANT FROM WOMEN UNITED TO HELP US PURCHASE MORE ITEMS FOR OUR SENSORY AREA WITHIN THE KID'S ZONES.

POCT ALSO PARTNERED WITH THE HALIFAX FOUNDATION TO HOST OUR ANNUAL GOLF TOURNAMENT, AND ALSO SUPPORTED THEIR FUNDRAISER, BAHAMA CASUAL.

FUNDS FROM THE GOLF TOURNAMENT WILL PAY FOR COLLEGE SCHOLARSHIPS IN 2023, AND SUPPORT MENTAL HEALTH NEEDS OF UNDER 18 RESIDENTS BY HALIFAX HEALTH CHILD AND ADOLESCENT BEHAVIORAL SERVICES.

PROCEEDS FROM BAHAMA CASUAL WILL BENEFIT THE LOHMAN'S CENTER FOR DIABETES, FOCUSING ON RECRUITING A PEDIATRIC ENDOCRINOLOGIST SO VOLUSIA COUNTY RESIDENTS NO LONGER NEED TO TRAVEL OUTSIDE OF THE COUNTY TO SEE A SPECIALIST.

DURING OUR 2023 SPRING BREW & FOOD FEST, POCT IS PARTNERING WITH HALIFAX URBAN MINISTRIES FOR THE EMPTY BOWLS PROJECT!

THIS YEAR, POCT'S ANNUAL CHILI COOK OFF AND EMPTY BOWLS BECOME A FUNDRAISER LIKE NO OTHER!

CHILI TASTINGS FROM BOTH LOCAL RESTAURANTS AND INDIVIDUALS, WILL BE INCLUDED. BOWLS MADE BY TEACHERS AND STUDENTS FROM EAST AND WEST VOLUSIA WILL BE INCLUDED IN THE TASTING FEE. TEACHER BOWLS WILL BE AUCTIONED OFF TO RAISE EVEN MORE FUNDS TO HELP ERADICATE HUNGER IN OUR AREA.

OF COURSE WE LOOK FORWARD TO THE SPRING BREW & FOOD FEST, FAMILY DAYS, THE POKER RUN AND GOLF TOURNAMENT IN 2023, BUT MORE IMPORTANTLY, WE LOOK FORWARD TO GROWING OUR PARTNERSHIPS, BRINGING OUR COMMUNITY TOGETHER AND SUPPORTING THE NEEDS OF PORT ORANGE AND THE SURROUNDING AREAS.

BOARD OF DIRECTORS

PRESIDENT, AMY HALL

VICE PRESIDENT, KENNETH PARKER

VICE PRESIDENT, SHANE CARTER

SECRETARY, ROBIN FENWICK

TREASURER, MARCY DOWNEY

KIM BALL

ANITA BURNETTE

SHANNON CALLEA

SHANE CARTER

LORRI CUMMINS

VICKI FARRELL

TERRY FEDEA

STACEY GINDLESPERGER

SUZANNE COOLS-LARTIQUE

DAWN LEBEAU

ANTHONY PINION

SAMIRA MIRZAI-SMITH

CORPORATE BOARD

TOM BENNETT

PHIL AFGHANI

KATIE BROUSSE

JEN CARTER

LAINÉ CROOKS

ANGIE KOPNICKY

MICHELE JORDAN

KRISTIN JOHANSSON

KATERINA KARANASSOU

MARY LOU MURRISON

KATHRYN NAGIB

MIKE RANDOW

MICHELLE WADELL

EXECUTIVE DIRECTOR

JENNIFER MARANO



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (G18) First Reading - Ordinance No. 2023-01 - Rezoning/662 Herbert Street
(Case No. REZONING-22-0001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-01 rezoning ± 2.1 acres located at 662 Herbert Street from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF).

SUMMARY: Planning Commission Action (1/26/23): Recommended Approval 6-0

The property owner and applicant, Elliot Meadows, is requesting to rezone ± 2.1 acres from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF). The subject property is located on the south side of Herbert Street between Jackson Street and 6th Street. If the rezoning is approved, the applicant intends to subdivide the ± 2.1 -acre subject property into two single-family lots.



The proposed rezoning would not increase the number of dwellings that could be developed on the subject property. Under the current zoning (R-2D), due to the unique lot shape and width of the lot at the front building setback along Herbert Street, the

subject property could only be subdivided into two lots and allow the construction of one duplex (two dwelling units). If the rezoning to R-10SF is approved, the lot could be subdivided into two lots, with a single-family home on each lot.

If the rezoning and proposed minor subdivision are approved, the applicant will be required to submit a building permit before constructing a new single-family home. The building permit will be required to meet the requirements of the Florida Building Code and the LDC for the construction of a new single-family house, including building setbacks, tree preservation, and lot grading and drainage. Access to the property is available along Herbert Street.

The proposed rezoning has been found to be consistent with the Comprehensive Plan, compatible with adjacent uses and zoning, and there is existing infrastructure to support the proposed future subdivision to create two single-family lots.

The Staff Report is attached for additional information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2023-01 with exhibits	Ordinance No. 2023-01.pdf
2.	Staff Report 662 Herbert Rezoning	Staff Report 662 Herbert Rezoning.pdf

Penelope Cruz	Created/Initiated - 1/27/2023
Tim Burman	Approved - 1/30/2023
Shannon Balmer	Approved - 2/3/2023
Wayne Clark	Approved - 2/10/2023
Tracee Cody	Final Approval - 2/10/2023

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ±2.1 ACRES
GENERALLY LOCATED AT 662 HERBERT STREET FROM
TWO-FAMILY RESIDENTIAL (R-2D) TO SINGLE-FAMILY
RESIDENTIAL (R-10SF); AUTHORIZING REVISION OF
THE OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, ±2.1 acres of the property located at 662 Herbert Street to be rezoned
from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF); 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 ±2.1
acres of the property located at 662 Herbert Street to be rezoned from Two-Family
Residential (R-2D) to Single-Family Residential (R-10SF), 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 3. 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

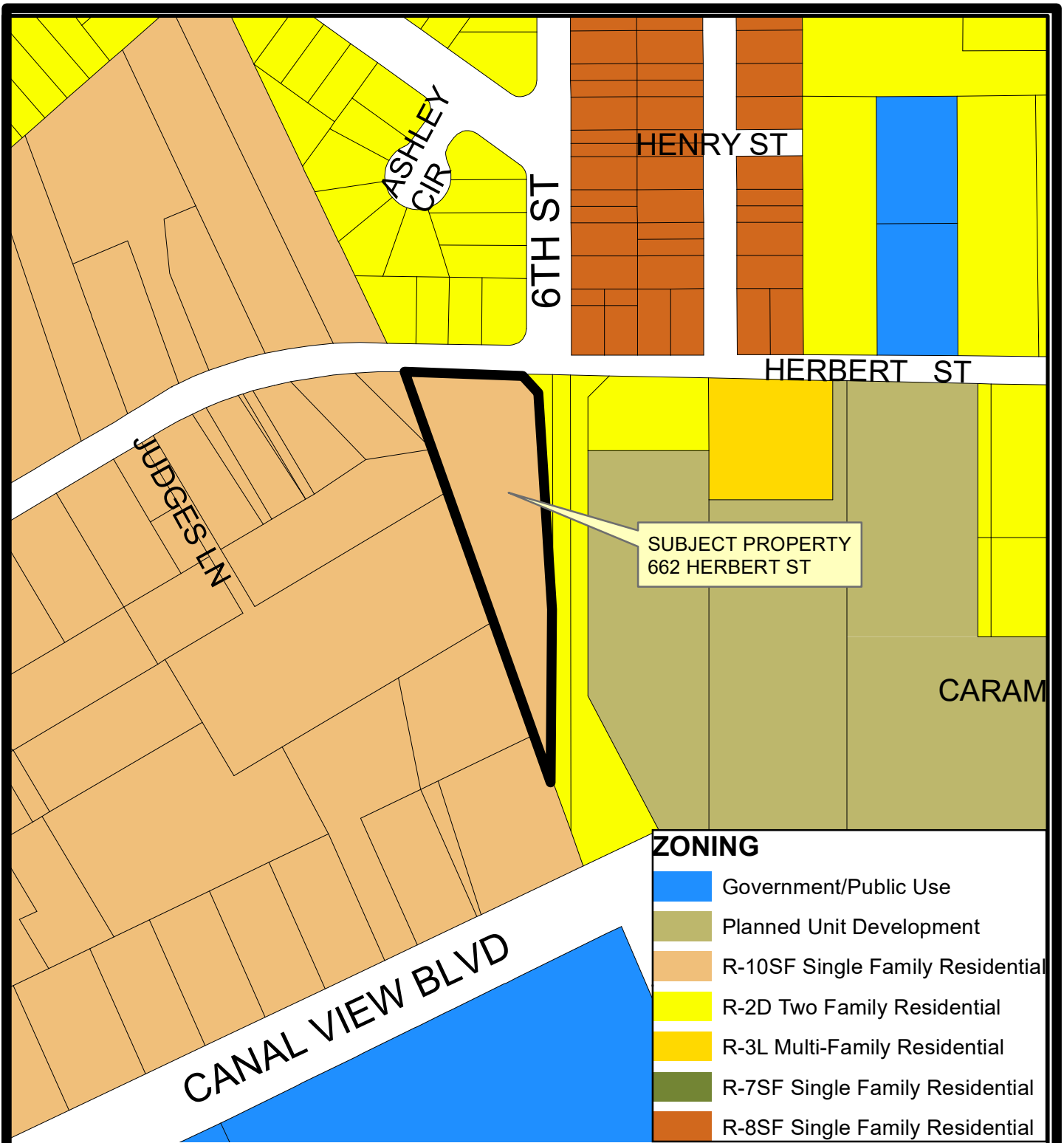
EXHIBIT 1

LEGAL DESCRIPTION

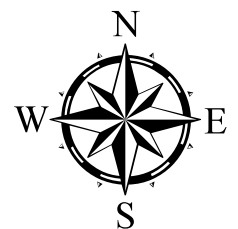
(PER ORB 7367 PG. 4881)

LOT 9, ASSESSORS PLAT OF LOTS 3 AND 4, OF SECTION 4, TOWNSHIP 16 SOUTH,
RANGE 33 EAST ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT
BOOK 3, PAGE 120, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
LESS AND EXCEPT THE EAST 27 FEET AS CONVEYED BY OR BOOK 2087, PAGE 1133
AND
LESS AND EXCEPT PART IN ROAD RIGHT OF WAY
AND
LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF PORT ORANGE BY OR
BOOK 4060, PAGE 2312, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT 2



ZONING MAP
REZONING-22-0001
662 HERBERT ST



CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



STAFF REPORT

REZONING / 662 HERBERT STREET

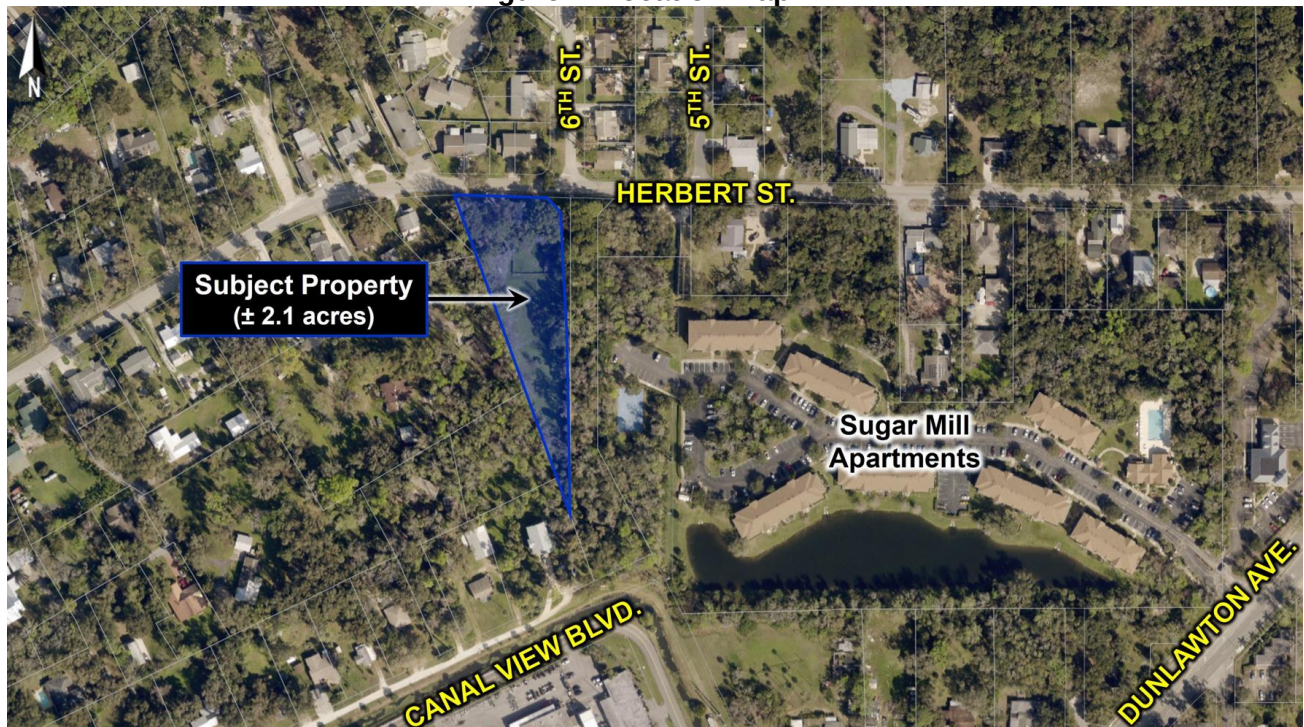
CASE NO. REZONING-22-0001

REQUEST:	Rezone $\pm$ 2.1 acres from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF)
LOCATION:	662 Herbert St. (Figure 1 – Location Map)
OWNER/APPLICANT:	Elliot Meadows
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (January 26, 2023)
CITY COUNCIL:	February 21, 2023

Property Overview

The property owner and applicant, Elliot Meadows, is requesting to rezone $\pm$ 2.1 acres from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF). The subject property is located on the south side of Herbert Street between Jackson Street and 6th Street (Figure 1 – Location Map). If the rezoning is approved, the applicant intends to subdivide the $\pm$ 2.1-acre subject property into two single-family lots.

Figure 1. Location Map



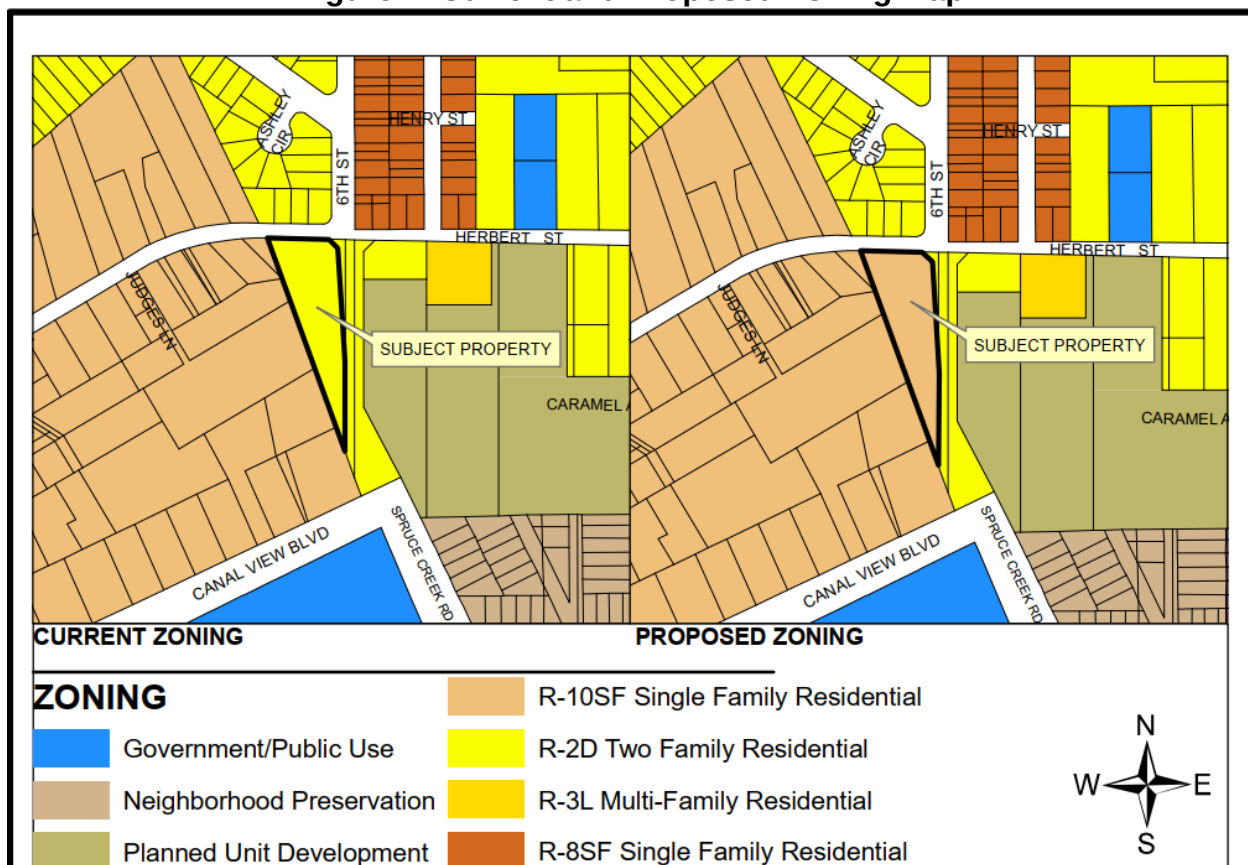
Discussion

According to the applicant, if the rezoning is approved, the applicant intends to submit a minor subdivision application to subdivide the subject property into two lots: Lot #1 will include the existing single-family home on the subject property, and Lot #2 will be a vacant lot that the applicant plans to construct a new home on. The proposed minor subdivision will be required to be reviewed by staff to ensure the dimensional and service (water, sewer, and access) requirements of the Land Development Code (LDC) are met.

The subject property currently has a Future Land Use (FLU) designation of *Suburban Residential (2-4 units per acre)* and is zoned R-2D (Two-family Residential). In 1985 when the new zoning categories were established, the zoning of the property was changed by the City administratively to R-2D, which only permits two-family dwellings. Before the City administratively rezoned the subject property to R-2D in 1985, the subject property was zoned R-2 (Residential). The previous R-2 zoning district allowed both single and two-family dwellings.

For the applicant to subdivide the property and construct a new single-family home on the subject property, it must be rezoned from a zoning district that only allows duplexes to a zoning district that allows single-family residences. The most compatible single-family zoning district for the adjacent area is R-10SF (Single-Family Residential) which permits single-family dwellings on 10,000-square-foot minimum lots (See Figure 2). The proposed rezoning will not change the conformity of the existing single-family home, which can remain on the property until it is demolished.

Figure 2. Current and Proposed Zoning Map



The proposed rezoning would not increase the number of dwellings that could be developed on the subject property. Under the current zoning, due to the unique lot shape and width of the lot at the front building setback along Herbert Street, the subject property could only be subdivided into two lots and allow the construction of one duplex (two dwelling units). If the rezoning to R-10SF is approved, the lot could be subdivided into two lots, with a single-family home on each lot.

If the rezoning and proposed minor subdivision are approved, the applicant will be required to submit a building permit before constructing a new single-family home. The building permit will be required to meet the requirements of the Florida Building Code and the LDC for the construction of a new single-family house, including building setbacks, tree preservation, and lot grading and drainage. Access to the property is available along Herbert Street.

Compatibility with Surrounding Uses and Zoning

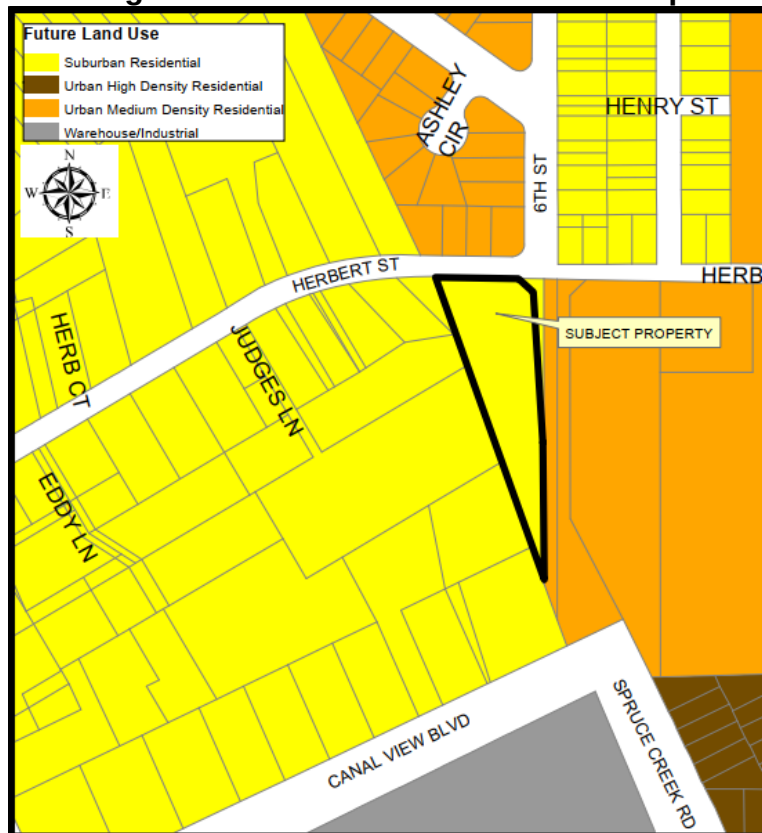
The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and compatibility with the surrounding land uses and zoning.

The proposed R-10SF 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. Based on compatibility with adjacent uses and the availability of infrastructure, the requested R-10SF zoning is appropriate for this location and is consistent with the existing FLU designation. (See Figure 2 – Current and Proposed Zoning Map and Figure 3 – Existing Future Land Use Map).

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Two-family residential (Amber Village)	<i>Urban Medium Density Residential (4-8 units/acre)</i>	Two-Family Residential (R-2D)
South	Single-Family Residential	<i>Suburban Residential (2-4 units/acre)</i>	Single-Family Residential (R-10SF)
East	Single Family Residential	<i>Suburban Residential (2-4 units/acre)</i>	Single-Family Residential (R-10SF)
West	Vacant City-owned property	<i>Urban Medium Density Residential (4-8 units/acre)</i>	Two-Family Residential (R-2D)

Figure 3. Current Future Land Use Map



Consistency with Comprehensive Plan

The proposed rezoning is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan and is compatible with adjacent properties.

The proposed R-10SF zoning district is consistent with the *Suburban Residential* (2-4 units/acre) FLU designation (Figure 3 – Future Land Use Map). The *Suburban Residential* (2-4 units/acre) FLU designation is generally characterized by detached or attached single-family homes on lots one quarter-acre in size or more. Based on consistency with the current FLU designation of the subject property, compatibility with adjacent uses, and availability of infrastructure, the requested zoning is appropriate at this location.

Public Notice

The property was posted by Staff on January 4, 2023, as required by the LDC, notifying the public of the proposed rezoning. As of the time this agenda item was prepared, there have been no phone calls or general inquiries on the proposed rezoning.

Staff Recommendation

Staff recommends approval of the request to rezone ±2.1 acres from Two-Family Residential (R-2D) to Single-Family Residential (R-10SF).

Attachment

Exhibit 1 – Dimensional Requirements and List of Permitted Uses

Exhibit 1 Dimensional Requirements and Permitted Uses

District	Minimum Living Area/D.U. (Sq. Ft.)	Minimum Lot Area (Sq. Ft.)	Minimum Lot Width (Ft.)	Maximum Building Coverage	Minimum Open Space	Minimum Building Setback (Ft.)			Maximum Height (Ft.)
						Front	Side	Rear	
R-10SF	1,200	10,000 SF	90	35%	45%	30	10	25	35
R-2D	900	5,000 SF	50/DU	40%	35%	30	10	25	35

Requested Zoning District for Subject Property:

R-10SF single-family residential district [LDC, Ch. 17, Sec. 8]

(a) Purpose and intent. The R-10SF single-family residential district is intended to protect existing suburban development and provide for future development of a similar nature, where locations away from urban activity centers suggest suburban densities.

(b) Permitted uses.

(1) Single-family detached dwellings.

(bb) Permitted uses with special development requirements (chapter 18, section 4).

(1) Community gardens (subsection 5.1).

Current Zoning District on Subject Property:

Two-family residential (R-2D) district [LDC, Ch. 17, Sec. 10]

(a) Purpose and intent. The two-family residential (R-2D) district is intended to provide relatively affordable, urban density housing, and it is intended to serve as a transitional zone between multifamily and single-family residential uses.

(b) Permitted uses.

(1) Two-family dwellings.

(bb) Permitted uses with special development requirements (chapter 18, section 4).

(1) Community gardens (subsection 5.1).

(2) Single-family dwellings (subsection 15.6).

(c) Single-family attached dwelling subdivision regulations.

(1) Utility easements allowing service to each unit shall be provided.

(2) Access easements for maintenance of common walls and other facilities shall be provided.

(3) Legal covenants, restrictions and similar provisions for the joint maintenance of structure shall be submitted to the department to be recorded contemporaneously with the plat.

(4) Where two-family dwelling development is proposed, plans shall be presented for both units simultaneously.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (H19) Approval of Major Special Event Request for Daytona's Original First Turn at 5164, 5204, and 5236 South Ridgewood Avenue for Bike Week

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the ten (10) day Annual Bike Week Major Special Event request for Daytona's Original First Turn located at 5164, 5204, and 5236 South Ridgewood Avenue, subject to attached conditions.

SUMMARY: Dewayne "Shane" Snipes, owner/operator of Daytona's Original First Turn and event coordinator, requests approval for a Special Event to be held during Bike Week 2023. The proposed event is planned for Friday, March 3, 2023 to Sunday, March 13, 2023. The proposed hours for the event are 11 a.m. to 2 a.m., with outside music playing until 12 a.m. (midnight). The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 3, 2023, through Sunday, March 12, 2023.

According to the Code of Ordinances, the hours of operation of a special event shall generally be limited to 11:00 p.m., unless specifically waived or amended by the City Council. The applicant for this special event is requesting a time extension of 3-hours for the ten (10) nights of the event. If the Council grants the 3-hour time extension, the special event will end at 2:00 a.m., with outdoor music ending at 12:00 a.m. instead of 11:00 p.m. All noise from music during hours of operation, whether indoor or outdoor, shall not exceed the sound level limits established in Chapter 42, Article IV of the Code of Ordinances. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the special event may be terminated. According to the applicant, outdoor live music will occur between 11:00 am and 12:00 am for the duration of the event.



Normal operations for Daytona's Original First Turn will continue for the duration of the event. Six (6) vendors have been requested and will be located throughout the event area. Vendors are required to obtain a temporary merchant license for \$250 to participate in this event. Activities associated with the event are intended to attract those visiting the area for Bike Week 2023, including the sale of food, alcohol, clothing, and bike accessories. The event will provide 10-12 port-o-let facilities. Setup of the event will occur 72 hours prior to the event and take down of the event will occur within 72 hours after the event.

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. According to Code Enforcement, there are no code violations existing on the subject property at this time. As of the time this agenda item was prepared, the applicant had not requested a Police Special Detail or Public Works assistance with materials or staff for the event. According to the Police Department and Public Works, the timeframe to request assistance has passed. The southbound outside lane of Ridgewood Avenue will **not** be closed.

Daytona's Original First Turn has not requested the surety bond be waived. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has historically been set at \$250 when required for past events. City Council has required staff to secure payment of the surety bond in past years and staff conditions require it.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Daytona's Original First Turn - Bike Week 2023 Event Map	Daytona's Original First Turn - Bike Week 2023 Event Map.pdf
2.	Daytona's Original First Turn - Bike	Daytona's Original First Turn - Bike Week

	Week 2023 Major Special Event Conditions	2023 Major Special Event Conditions.docx
Penelope Cruz	Created/Initiated - 1/30/2023	
Tim Burman	Approved - 2/1/2023	
Manuel Marino	Approved - 2/6/2023	
Joe Meeske	Approved - 2/6/2023	
Wayne Clark	Approved - 2/10/2023	
Tracee Cody	Final Approval - 2/10/2023	



RECOMENDATION:

Staff recommends approval of the request for a Major Special Event for Daytona's Original First Turn for Bike Week 2023, subject to the following conditions:

1. **The subject Major Special Event is for March 3 – 12, 2022.**
2. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
3. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
4. **Rates for this event for staff time and equipment are per Resolution 19-2.**
5. Hours for the event shall be from 11:00 a.m. to 2:00 a.m., with outside music ending at 12:00 am, subject to City Council approval. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. Chapter 42, Article IV. Noise Regulations, Section 42-83. Noise Restrictions in an Entertainment District, of the City of Port Orange Code of Ordinances, describe the acceptable sound level limit dBA for the subject property located within the Ridgewood/Commonwealth Entertainment District. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from an entertainment district into a residential district located outside the boundary of the entertainment district shall not exceed the limits set forth for the residential district as set forth in Section 42-80.

	Time	Sound level limit dBA Sunday - Wednesday	Sound level limit dBA Thursday – Saturday*
Ridgewood/Commonwealth Entertainment District	7:00 a.m.—11:00 p.m.	65	75
	11:00 p.m.—7:00 a.m.	55	55
Residential District	7:00 a.m.—10:00 p.m.	60	
	10:00 p.m.—7:00 a.m.	50	

*Applies to the day before a legal holiday, legal holidays or dates of public celebration declared by City Council. For example, if the 4th of July is on a Monday, the sound level limit (dBA) on Sunday July 3rd and Monday, July 4th would follow the sound level limit dBA limitations for Thursday through Saturday.

7. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.

8. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
9. No more than the requested six (6) vendors shall be on this site. The event coordinator shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, the event coordinator must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
10. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings*.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
11. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
12. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
13. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
14. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
15. The event coordinator will be providing 10-12 port-o-let facilities during the event. A *minimum of five percent (5%) of the portable toilets, but no less than one (1) for each*

sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.

16. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
17. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
18. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$48.00 per hour with a minimum of three hours.
19. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
20. A temporary sign permit shall be required for signage for this event.
21. No trees shall be removed, and care shall be taken to protect landscaped areas.
22. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> for any fences or tents larger than 10x10 prior to first day of the event.
23. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
24. It is the event coordinator's responsibility to contact Code Enforcement at 386-506-5604 for an inspection of debris removal within 72 hours after the event.
25. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
26. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
27. The \$250.00 surety bond must be paid in full before issuance of permit.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/21/2023

SUBJECT: (H20) Appointment of an Interim Council Member for District 2

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to appoint an Interim District 2 Council Member to serve until such time as a winner is determined in the 2023 Special Election.

SUMMARY: All applications and resumes received from those interested in serving as the Interim District 2 Council Member have been uploaded for Council's review and consideration.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Corey Berman Application	Corey Berman Application.pdf
2.	Corey Burman Resume	Corey Burman Resume.docx
3.	Tracy Grubbs Application	Tracy Grubbs Application.pdf
4.	Tracy Grubbs Resume_-2023	Tracy Grubbs Resume_-2023.docx
5.	Jason Powell Application	Jason Powell Application.pdf
6.	Jason Powell Resume	Jason Powell Resume.pdf
7.	William Chippeaux Application	William Chippeaux Application.pdf
8.	William Chippeaux Resume	William Chippeaux Resume.pdf
9.	Kevin Lewis Application	Kevin Lewis Application.pdf
10.	Kevin Lewis Resume	Kevin Lewis Resume.pdf
11.	Mark Gabriel Application	Mark Gabriel Application.pdf
12.	Mark Gabriel Resume	Mark Gabriel Resume.pdf

Tracee Cody
Robin Fenwick
Wayne Clark
Tracee Cody

Created/Initiated - 2/8/2023
Approved - 2/8/2023
Approved - 2/10/2023
Final Approval - 2/10/2023

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Wednesday, February 8, 2023 12:51:55 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Interim Council Member District 2*
--	------------------------------------

Order of Preference	Field not completed.
---------------------	----------------------

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the “Sunshine Law”, Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Corey
------------	-------

Last Name	Berman
-----------	--------

Primary Phone	3865668564
---------------	------------

Alternate Phone	Field not completed.
-----------------	----------------------

Email Address	realtorcor@aol.com
---------------	--------------------

Are you a registered	Yes
----------------------	-----

voter in Port Orange?

Address	57 Ravenwood Dr
City	Port Orange
State	Florida
Zip Code	32129
Preferred Mailing Address	<i>Field not completed.</i>
City Council District	2
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Bradley Skinner 1496 Casey Ln Port Orange, Fl. 32129 386-566-8564
Reference 2	Brain Bohan 56 Ravenwood Dr. Port Orange, Fl. 32129 386-852-3496
Reference 3	Mary Aldrich 4626 S Clyde Morris Blvd Ste 3, Port Orange, Fl 32129 386-760-2551

Education

High School	Oak Park River Forest
Date Graduated High School	6/1/1981
College	Seminole State College
Date Graduated College	<i>Field not completed.</i>
Degree	Criminal Justice Certificate

Additional Information

Work Experience	I have owned a real estate company for 25 plus years with most of it being located in Port Orange. I have also previously served on citizen boards in Port Orange.
Interests / Activities	Controlled growth and infrastructure for the city. Stock Car racing
Community Involvement	Previously served on several boards in the city.
Why do you desire to serve on these boards?	I think I could be an integral part of proper growth within the city. I have lived in the city since the 80's and have watched it grow. I believe being in real estate could help with that background as guidance as well as being open to hearing from the constituents and their wishes how to handle choices to move the city forward.
Additional Information	<i>Field not completed.</i>
Resume	corey+resume+advent new.docx

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Corey Berman
Date	2/8/2023

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Corey Berman

Port Orange, FL, 32129 • 386-566-8564 • realtorcor@aol.com

Forward thinking supervisor and team member with proven ability to broaden others knowledge and abilities. Innovative ideas as well as management roles from an international real estate company. Past experience as a reserve Daytona Beach Police Officer and as a Police, Fire, and EMS dispatcher who ran warrants, tags, and trained new officers in radio procedures.

Professional Experience

Security Officer ■ Advent Health ■ Daytona Beach, FL

- Inspects, monitors, controls, and patrols work sites, an assigned location, property, and/or people.
- Leads the delivery of coordinated safety security services and the day-to-day management.
- Excellent Communication
- Computer Literate,
- Written Communication
- CPR and First Aid
- Excellent Customer Service.
- Trained to diffuse situations
- Act as a goodwill ambassador

Juvenile Detention Sergeant • FL Department of Juvenile Justice Central Region • Titusville, FL

- Maintained a safe and secure environment for youth and other staff
- Ensured an atmosphere of “zero tolerance” for detained youth escapes, detained youth abuse, sexual harassment, and inappropriate conduct by the staff
- Provided all youth their constitutional rights with concern for legal, medical and mental health
- Assisted command staff to ensure that the detained youth’s services and programming were in compliance with court orders, rules, and Departmental policies and procedures
- Trained and certified to distribute medication in the absence of a designated facility nurse
- Supervised youth in all activities and maintained control of detained youth by giving directives, counseling, and utilizing appropriate levels of verbal or physical use of Protective Action Response (PAR) as needed to properly control detained youth
- Coached employees concerning their duties and oriented them concerning facility policies and procedures
- Completed checks and counts of assigned juveniles

Juvenile Detention Officer 1 • FL Department of Juvenile Justice North Region • Daytona Beach, FL

- Ensured public safety by providing a safe and secure environment for troubled youth in a structured setting
- Wrote reports and prepared required records regarding incidents, detained youth movement and noteworthy information, and ensured the documentation of all violations of facility operating procedures, rules and regulations, and state and federal statutes
- Determined appropriate level of use of force to secure juvenile
- Provided constructive feedback to correct behavior and use of conflict management skills
- Inspected facility, youth, visitors, and packages delivered to the facility for contraband

- Prepared detained youth for court appearances and escorted detained youth to medical, criminal justice, social services, and judicial facilities

Sales Associate • Home Depot • Port Orange, FL • 03/2017 to 10/2018

- Assessed customer needs and provided product knowledge accordingly
- Served as new hire coach and member of Safety Team
- Acted as department manager in managers absence
- Greeted customers and answered any questions
- Utilized excellent product knowledge while helping shoppers to assist with merchandise to finish a specific project
- Maintained high level of product knowledge to best serve customers and sell additional products

Sales Manager/Broker/Owner • Menu Realty • Port Orange, FL • 11/1997 – Present

- Manage day to day operations of a real estate company with multiple offices
- Recruit the sales force which has had maximum of 85 sales associates
- Monitor profitable operation of the company as well as training and motivation of employees and agents
- Create an environment where turnover is at all time low and the associates are at the highest income
- Certified as a trainer for several courses including the Acceleration course
- Worked with several national companies for shopping center leases, ground leases, site selection, and negotiation to begin building
- Maintains confidential customer records as required by law
- Hired and terminated Salaried, Hourly and Commissioned
- Handle all aspects Of Human Resources and Workers Compensation
- Teach and assist in negotiating contracts, commission, listing and sales
- Collections as a Certified Collection Agent
- Handle Insurance losses and obtaining insurance
- Assist with Homeowner Associations
- Assist with homestead exemption
- Assist with all aspects of construction

Manager/Owner • River Breeze INC • Holly Hill, FL • 11/1982 – 07/1998

- **Owner and operator of 13 restaurants**
- **Complete all hiring and termination of all employees and managers**
- **Train all managers and assist with training staff**
- **Oversee food and beverage ordering**
- **Create Menus**
- **Handle all aspects of customer service and complaints**
- **Do all license and insurance and sales tax filing and required tasks**
- **Served as the human resource specialist**
- **Ensure that health and safety protocols are adhered to**
- **Keep a meticulous record of income and expenses**
- **Keep a meticulous record of income and expenses**
- **Inventory Management**

- **Scheduling and Payroll**
- **Marketing and advertising**
- **Customer service**
- **Staff retention**
- **Maintenance and repairs**
- **Cash management**
- **Filling in all positions that are not staffed**

Additional Relevant Experience

Reserve Officer • City of Daytona Beach Police Department • Daytona Beach, FL

Dispatcher • City of Daytona Beach Police Department • Daytona Beach, FL

Current Licensure

Florida Class G Security Officer License # G1701224 • FL Department of Agriculture • Expires 03/2023

Florida Class D Security Officer License #D01705515 • FL Department of Agriculture • Expires 03/2023

Florida Community Association Manager (CAM) License • Florida DBPR • Expires 09/2024

Florida Real Estate Broker • Florida DBPR • Expires 03/2023

Florida Auctioneer License • Florida DBPR • Expires 11/2023

Florida Notary

Education and Training

Auctioneer Training Certificate • Florida Auctioneer Academy • Port St. Lucie, FL

Courses towards Bachelor of Science in Criminal Justice • Daytona Beach Community College • Daytona Beach, FL

High School Diploma • Oak Park River High School • Oak Park, IL

IAHSS - Certified Healthcare Security Supervisor

Numerous FEMA Certifications

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Wednesday, February 8, 2023 1:23:50 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Interim Council Member District 2*
--	------------------------------------

Order of Preference	Field not completed.
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If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the “Sunshine Law”, Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Tracy
------------	-------

Last Name	Grubbs
-----------	--------

Primary Phone	3866790416
---------------	------------

Alternate Phone	Field not completed.
-----------------	----------------------

Email Address	Mrtracygrubbs@gmail.com
---------------	-------------------------

Are you a registered	Yes
----------------------	-----

voter in Port Orange?

Address	4628 South Moon Trail
City	Port Orange
State	FL
Zip Code	32129
Preferred Mailing Address	4628 South Moon Trail
City Council District	2
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Bruce Blair, 6212 Donna Circle, Port Orange, 386-341-7289
Reference 2	Matthew Simmons, 1905 Whisperwood Way, Spruce Creek Fly In, 615-500-4264
Reference 3	Eric Gregory, 223 Peppermint Way, Port Orange, 904-333-2088

Education

High School	Seabreeze High School
Date Graduated High School	6/1/1989
College	Daytona Beach Community College
Date Graduated College	<i>Field not completed.</i>
Degree	<i>Field not completed.</i>

Additional Information

Work Experience	Automotive Industry 15 years, Scuba Industry 27 years, Business Owner 24 years
Interests / Activities	Scuba, Photography, Mountain Bike, Fishing
Community Involvement	Volusia County Reef Research Team, Relay for Life "Cancer Society", Church of the Epiphany
Why do you desire to serve on these boards?	I would like to help the community I live in. I have experience in managing and problem solving as a business owner to assist the community.
Additional Information	<i>Field not completed.</i>
Resume	Resume -2023.pages

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

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All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
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Type your name to sign	Tracy Grubbs
------------------------	--------------

Date	2/8/2023
------	----------

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Tracy Grubbs

QUALIFICATIONS SUMMARY: Thirty-four years experience in teaching, sales and marketing.

EXPERIENCE

Instructor Certifier/ Owner

September 1999 to Current

Grubbs Enterprises Inc./ Spruce Creek Scuba

Manage 29 Scuba Instructors and Dive Specialists. Implemented Scuba training programs from recreational to technical diving and instructor levels. Achieved reader's choice award for best dive store 14 years running in the Daytona Beach area.

Dive Consultant: Facilitated dive resort construction and operations including floor plan and interior design, managed construction, coordinated dive center daily operation, staff training, inventory control, local government permitting and environmental permitting for Domina Makadi Bay Resort, Egypt and Seaduction, Key West. Assisted in writing and launching the Scuba Schools International Technical Dive program for world wide training.

Inventory Professional Specialists / Owner

September 1999 to Current

Grubbs Enterprises Inc.

Manage physical inventory audits to Powersports / Automotive stores. Manage 40 personnel and inventory's totaling \$4.5 million.

Used Car Director

February 2001 to November 2004

Saturn Corporation

Managed 75 – 90 employees in 6 auto dealerships in two metro areas. Maintained all advertising and used car inventory totaling \$2.8 million. Controlled used car wholesale and purchases at auctions. Worked as a management team to control sales and finance.

Used Car Manager

March 1997 to September 1999

Deland Nissan

Managed 8 – 10 employees as part of management team. Maintained Internet site and used car inventory of \$750,000. Controlled used car wholesale and purchases at auctions. Worked as a management team to control sales and finance.

Assistant General Manager

December 1993 to February 1997

Billy Grubbs Pontiac - GMC Truck

Managed 45 to 50 employees within 4 departments. Controlled new car and truck inventory of \$4 million. Assured an appropriate inventory mix. Managed used car inventory of \$900,000. Controlled used car wholesale and purchases at auctions. Trained sales personnel for Pontiac and GMC Truck Masters Guild Program. Coordinated all HazMat materials and training.

Customer Relations and Sales Manager

October 1990 to December 1993

Billy Grubbs Pontiac – GMC Truck

Managed 20 - 25 employees within 4 departments to appropriately address customer complaints. Implemented “CSI”, Customer Service Index program. Improved sales from an 82% CSI to a 96% CSI within one year. Managed used car inventory of \$900,000. Controlled used car wholesale and purchases at auctions.

SPECIALIZED TRAINING

Scuba Schools International Technical Instructor Certifier, August 2006
National Association Cave Diving Full Cave Instructor 2004
Scuba Schools International Instructor Certifier, May 2001
Scuba Schools International Instructor Trainer, August 1999
General Motors Dealership Management School, Class 213, Nov. 1992
Pontiac Sales Manager Masters Guild, 1993 – 1995
Boy Scouts of America, Eagle Scout, September 1987
Two years at Daytona Beach Community College, 3.29 GPA

Professional Organizations

Scuba Schools International Technical Advisor Board, August 2006 – Present
National Association Cave Diving Board of Directors, January 2004 – 2014
Volusia County Reef Research, January 2004 - Present
Boy Scouts of America Training Commissioner, September 1992 -1997
National Eagle Scout Association, Life Member

Publications

Scuba Schools International TechXR Program – Technical Editor
Scuba News – Contributing Photographer

References furnished upon request.

4628 South Moon Trail, Port Orange, Fl. 32129
(386) 679-0416

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Friday, February 10, 2023 10:49:16 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Golf Course Advisory Board, Parks and Recreation Advisory Board
--	---

Order of Preference	Interim Council Member, Golf Course Advisory Board, then Parks and Recreation
---------------------	---

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the “Sunshine Law”, Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Jason
------------	-------

Last Name	Powell
-----------	--------

Primary Phone	3862992352
---------------	------------

Alternate Phone	<i>Field not completed.</i>
-----------------	-----------------------------

Email Address	jpzing11@gmail.com
---------------	--------------------

Yes

Are you a registered voter in Port Orange?

Address 6032 Spruce Point Cir

City Port Orange

State FL

Zip Code 32128

Preferred Mailing Address 6032 Spruce Point Cir

City Council District 3

Can you regularly attend meetings? Yes

Are you currently serving on a City Board? No

If yes, which board(s)? *Field not completed.*

References

Please list three references (business and / or personal)

Reference 1 Bob Ludlow, (386) 299-0429

Reference 2 Christina Dolan, (561) 516-4045

Reference 3 TJ Laney, (386) 679-1669

Education

High School Spruce Creek High School

Date Graduated High School *Field not completed.*

College Fitchburg State University

Date Graduated College *Field not completed.*

Degree MBA, Masters of Business Administration

Additional Information

Work Experience	See attached resume
Interests / Activities	Golf, sports, coaching, and being a father, husband, and mentor
Community Involvement	Youth athletic coaching, HOA board, charitable volunteering
Why do you desire to serve on these boards?	I have lived in Port Orange for 39 years. I love our community and want to serve our residents.
Additional Information	<i>Field not completed.</i>
Resume	2023 Jason Powell Resume.pdf

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

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All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Jason R Powell
Date	2/10/2023

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

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Jason Powell

Port Orange, FL, 32128
(386) 299-2352

linkedin.com/in/jason-powell-96090728/
jpzing11@gmail.com

BUSINESS DEVELOPMENT MANAGER

Dynamic and high-performing Sales Manager with career expertise in developing effective selling strategies and sales plans to meet the specific needs of individual market segments. Adept in leading both small and medium diverse teams. Keen ability to meet and exceed all sales goals and lead teams with effective planning, time management, and execution. Strategic leader with a history of success building strong client relationships helping to increase revenue and achieve organizational goals and objectives.

AREAS OF EXPERTISE

Territory Sales | Account Management | Business Development | Strategic Selling
Training and Development | Revenue Generation | Relationship Management | Sales Presentations

PROFESSIONAL EXPERIENCE

Guest Supply/Sysco, Port Orange, FL

July 2022 - Present

Territory Account Manager/Business Development Manager

- Identifying, acquiring, and growing new relationships with hospitality owners.
- Developed relationships to produce revenue growth and long-term planning strategies in accordance with brand requirements.
- Resolve complex hospitality issues by providing sound economical advice and strategies for growth.
- Leverage knowledge of market and consumer spending trends in operational areas to achieve financial goals for business owners.

Wells Fargo Bank, Port Orange, FL

December 2021 – July 2022

Senior Small Business Development Officer

- Identifying, acquiring, and growing new relationships with business owners.
- Developed relationships via prospecting and COI interactions
- Resolve complex business issues by leading a Small Business Development team.
- Leverage knowledge of Small Business Development in functional areas, policies, procedures, and compliance requirements to achieve financial goals for business owners.

Nestle Waters North America, Port Orange, FL

October 2007 - October 2021

Territory Account Manager

- Manage a territory of 6 counties selling premium water brands by Nestle Waters USA to large retailers.
- Prepare and present sales presentations to district and corporate managers.
- Grew revenue in 320 accounts by developing sales plans specific to individual market segments.
- Generated revenue of over \$3,420,000 to a goal of \$1,350,000 in 2020.
- Served as Publix Team Lead developing effective selling strategies by synthesizing sales data with field conditions in a retail environment.
- Functioned as Team Project support specialist in all Microsoft Office programs.
- Designed and implemented training programs for teams to enhance professional development in workplace technologies to increase productivity.
- Director of Safety Southeast Region

ADDITIONAL RELEVANT EXPERIENCE

Sugar Mill Country Club, New Smyrna Beach, Head Golf Professional

May 2002 - May 2007

Marsh Creek Country Club, St. Augustine, Head Golf Professional

February 1998 – May 2002

EDUCATION

Master of Business Administration (M.B.A.), Management, Graduated December 2021, GPA 3.97
Fitchburg State University, Fitchburg, MA

Bachelor of Science Business Administration (BSBA), Management & Supervision
Daytona State College, Daytona Beach, FL

CERTIFICATIONS

Software Certifications: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Outlook, Microsoft Teams
Project Management CompTIA Certification
Class A Golf Professional PGA of America (1996-2007); PGA Certified Instructor

VOLUNTEER EXPERIENCE

Volusia/Flagler Junior Golf Association Vice President and Lead Instructor, June 2004-August 2007
PTA President Port Orange Elementary, August 2010-June 2013
USBC Certified Youth Bowling Coach, May 2019-Present
SummerTrees South HOA President, March 2015-October 2020

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Tuesday, February 14, 2023 6:40:31 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for Interim Council Member District 2*

Order of Preference 1

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name William

Last Name Chippeaux

Primary Phone 6092063919

Alternate Phone *Field not completed.*

Email Address wchippeaux@gmail.com

Are you a registered Yes

voter in Port Orange?

Address	4251 Mayfair Lane
City	PORT ORANGE
State	FL
Zip Code	32129
Preferred Mailing Address	Same
City Council District	2
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Joseph Miller, 529 Tempko Terrace, Daytona Beach, FL 32118 Phone 215-688-1913
Reference 2	Lillian Stuhltrager, 2403 S Atlantic Ave #404, Daytona Beach Shores, 32118 856-649-2073
Reference 3	Linda Murphy, 411 E Central Ave, Blackwood, NJ 08012 609-206-9765

Education

High School	Ocean Township High School
Date Graduated High School	6/15/1984
College	Drexel University
Date Graduated College	5/15/1998
Degree	MS Information Systems

Additional Information

Work Experience	Highly qualified and motivated, certified IT professional with 20+ years of seasoned experience in all facets of IT operations, people management, administration, project management, and team performance. Established record of success supporting diverse platforms, enabling processes, continual improvement, schedule management, service implementation, software implementation, comfortable working with all levels of the organization and diverse cultures. Proven track record of working with clients and users to understand business requirements and provide solutions to support business objectives.
Interests / Activities	Jan, 2018 – Dec, 2021: President South Jersey Mustang Club. Jan, 2022 – Current: Member of the Daytona Mustang Club Jan, 2018 – Current: Member of Mustang Club of America
Community Involvement	Have been focused on business career. Involved with my car club and supported events and charity events of other car clubs.
Why do you desire to serve on these boards?	I feel my level of experience, communication skills, and management skills would allow me to provide input and ideas.
Additional Information	<i>Field not completed.</i>
Resume	Chippeaux Resume - FL.pdf

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

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All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
------------	---------

Type your name to sign William Chippeaux

Date 2/14/2023

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

WILLIAM J. CHIPPEAUX II

Port Orange, FL 32129 • 609-206-3919 • wchippeaux@gmail.com • [linkedin.com/in/wchippeaux/](https://www.linkedin.com/in/wchippeaux/)

SENIOR IT LEADER AND PROJECT MANAGER

Highly qualified and motivated, certified IT professional with 20+ years of seasoned experience in all facets of IT operations, people management, administration, project management, and team performance. Established record of success supporting diverse platforms, enabling processes, continual improvement, schedule management, service implementation, software implementation, comfortable working with all levels of the organization and diverse cultures. Proven track record of working with clients and users to understand business requirements and provide solutions to support business objectives.

Collaborative Leadership
Customer Service
Budget Management
Resource Allocation

Network & Infrastructure Management
System Performance Optimization
Team Performance Optimization
Service Management & Implementation

Platform Management
Asset Management
Change Management
Project Implementation

TECHNICAL SKILLS

Platforms: Windows, AIX, VoIP

Tools: Sharepoint, MS Office 365, Remedy, Groupware, Messaging, CMDB, IBM Director, MS Project, HP Service Manager, ServiceNow and Project Server.

Disciplines: ITIL, ITSM, SDLC (Water Fall), Data Center Management, Service/Help Desk, Project Management

PROFESSIONAL EXPERIENCE

CIGNA, Philadelphia, PA

Dec, 2021 – Current

IT Senior Advisor (Dec, 2021 – Current)

ServiceNow ITSM Reporting Team

- Validate and design reporting requirements for CMDB with other ITIL Processes.
- Build reports in ServiceNow using ServiceNow Native Reporting and Performance Analytics Tools.
- Work with process owners to help identify data and reporting gaps. Advise on industry standards.
- Perform testing on ITSM Reporting team's work before deployment.
- Document workflows and processes of ITSM Reporting team.

ITECH SOLUTIONS, Farmington, CT (Assignment: CIGNA, Philadelphia, PA)

Oct, 2017 – Dec, 2021

Service Management Admin & Configuration Management Process Analyst (Oct, 2017 – Dec, 2021)

ServiceNow CMDB Migration

- Validated and helped design workflow and integration requirements for CMDB with other ITIL Processes.
- Identified CMDB Data Migration Issues and Verified CMDB Data Correct Migrated on Cutover.
- Validated ServiceNow Discovery was correctly updating CMDB CIs.
- Provided requirements for CMDB Intake Forms and Workflow Designs for Go-Live.

Service Manger Application Upgrade

- Coordinated the gathering and validation of requirements for the administrative functions performed by the administrative maintenance team.
- Reorganized and validated foundation data, eliminating redundant, unnecessary, or outdated data prior to system migration.
- Engineered a role and group-based security model for tool upgrade. New security model significantly reduced user maintenance and access automatically updated as people changed responsibilities.

Identify and Implement Improvement Opportunities

- Launched a solution to implement Service Engagement Records that link Global Service Providers to Locations and Services Provided.
- Created a new process to track critical sites in Service Manager and synchronize data with the Workday system.
- Designed and Implement Security Roles to support the implementation of the survey module and service catalog in Service Manager.

Configuration Management

- Orchestrated a cross functional team to identify and assigned unmapped applications to drive the number of unmapped applications (application to server mapping) for production applications under 3%.
- Reconciled all vendor records with owners, eliminating unowned records.
- Worked with stake holders to identify and load Enabling Services into Service Manager.
- Reviewed and updated the application classification and then reevaluated the classification of Cigna applications.

AMERICAN WATER, Voorhees, NJ

May, 1998 – Jan, 2017

Largest Publicly Traded Provider of Regulated and Unregulated Water Services with \$3.3 Billion Annual Revenue and 6,800 Employees.

IT, ITIL Process Lead & SOX Manager (Feb, 2016 – Jan, 2017)

- Focused on improving IT Service Management processes and driving improvement of customer experiences with IT by simplifying request process, request routing, and allowing clients to transparently track requests.
- Responsible for working with key stake holders to ensure the service management processes meet business objectives.
- Managed implementation readiness, testing, and cut over issues, during migration from HP Openview to Remedy V9.
- Addressed process gaps by establishing and administrating a Continual Service Improvement Processes to identify improvement opportunities and prioritize request. The continuous improvement process engaged process leads, IT staff, and key business stakeholders to ensure service management tool met business objectives.
- Improved change closure time by 8 hours by implementing templates with workflow to more efficiently route tickets to the appropriate support team for quicker resolution.
- Reduced the number of phone calls handled by the service desk by 14% thru the implementation of a self-service tool, which leveraged knowledge articles to help clients resolve issues on their own.
- Ensured that IT Governance Processes and procedures are integrated with Service Management Processes.
- Optimized IT policies, procedures, standards, and methodologies to meet management, business, and regulatory needs.
- Provided Monthly Metrics to report on Service Management Process performance and overall health.
- Responsible for maintaining the overall IT internal and external service catalog.

IT, Change Process Manager (Jan, 2015 – Feb, 2016)

Oversaw Change Management process and Compliance activities.

- Designed new change process for code deployment and configuration management used by both internal and external resources. Implemented with new Service Management Tool (REMEDY). Trained IT staff of 200 on new process. Process was also extended to off-shore Vendors.
- Processed ~1000 – 1200 changes per month, with a 98% successful implementation rate.
- Reduced change closure time by 36 hours by eliminating 3 of the 6 change approvals that were required.
- Streamlined the daily change reporting process and improved the efficiency of weekly change advisory board meetings.
- Responsible for maintaining and optimizing Change Control Policies, procedures, standards, and methodologies that were applicable and observed by the entire IT organization.
- Provided auditors with change records, necessary change documents, policy and practices during annual SOX audits. Also, worked with auditors to answer questions and identify improvement opportunities.

IT, Client Services Manager – Northeast Region (Jan, 2013 – Dec, 2014)

Accountable for Distributed IT Desktop Operation functions providing day-to-day field support and service delivery.

- Managed the rollout and migration from Windows XP to Windows 7 for over 1200 office based and field users. Worked with stake holders, users, and IT staff to coordinate user training, readiness assessments, migration scheduling, and beta testing of special applications.
- Directly responsible for continually projecting and managing the 5-year IT related capital budget for 3 regulated companies with \$800 million of revenue.
- Supported 25 distributed offices and 1,200 remote employees and mobile workforce.
- Established a customer call back program where customers were provided a weekly up on the status of their requests.
- Acted as the primary client facing liaison to assure issues and enhancement concerns were effectively coordinated among the various technical architectural, engineering and support teams to provide technical support.
- Implemented centralized print management solution saving \$1 million in IT printing costs.
- Coordinated programs and project deployments of IT field related activities.
- Responsible the life cycle management of all peripheral devices such as tablets, cellphones, printers, projectors, audiovisual equipment, telephony systems deployed with the North East Region.
- Implemented Customer Service Focused and Safety Training programs for 30 field-based technicians.
- Eliminated assets disposal costs by revamping the IT Asset Disposal process by driving up the residual value on retired equipment to offset the asset disposal cost.
- Team had a customer satisfaction average score of 4.81 out of 5. American Water is consistently on HDI CSAT Elite 50. In 2014, the team completed 3757 Work Orders. 90% completed within 2 day SLA.

IT, Change Control Manager (Jul, 2009 – Mar, 2012)

Improved IT Change Management processes and Compliance.

- Revamped the IT change control process, which resulted in a significant reduction in the number of steps, approvals and data entry while driving up adoption and compliance.
- Implemented CMDB to track IT asset information and configuration.
- Assured successful SOX compliance audits by maintaining a robust repository of change control documentation and event history, resulting in fewer man hours dedicated to SOX compliance analysis.
- Performed regular audits of changes to ensure process compliance.
- Improved Change Management Metric reporting. Page 1348 of

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- Managed Service Desk/Help Desk

Application and Security Administration Configuration Manager (Jan, 2006 – Jul, 2009)

Managed application and security configuration of core business systems applications. (JD Edwards ERP and billing application)

- Managed team that was responsible for fulfilling and validating client requests for application access.
- Maintained role-based security access.
- Audited access roles to ensure that no segregation of duty issues existed.
- Worked with auditors during access audits to identify access issues and remediate them.

Project Manager, Infrastructure Projects (Sep, 2002 – Dec, 2005)

Project Management Office (PMO) project manager assigned to manage infrastructure projects.

- Developed business cases and cost justifications for IT Infrastructure projects. Managed portfolio, project schedules, benefits, resource allocation, status reporting and deployment planning.
- Responsible for migrating over 200 applications from Windows Server 2000 to Windows Server 2003. This included managing cut overs schedules, beta testing, user acceptance and post cut over validations.

Manager, Data Center Operations (Jan, 2000 – July, 2002)

Responsible for multiple functions including Application Development, Server Operations, Network Operations, Telephony, Customer Mailing Operations, Backup and Recovery and Computer Operations.

- Responsible for one of the company's primary data centers, managing budgets, operational implementation and support of network equipment, telephony equipment, computer equipment, cable infrastructure and all other technology related systems.
- Reduced operating costs, reduced complexity, increased availability and created a more positive user experience by consolidating 15 data centers from the remote locations to the centralized data center eliminating redundant servers and associated software licenses.
- Consolidated 25 individual web sites to a single corporate web site with a content management system.
- Played a key role in the evaluation and selection of computer and telephony technology for both internal and customer facing Call Center facilities.
- Projects implemented included virtual servers and SAN Storage Implementation.

Manager, Application Development (May, 1998 – July, 1999)

Managed the monthly cycle of billing for 3 million customers and responsible for Application Development, Application Security, Database, Network Operations, Telephony, and Computer Operations Functions.

- Solicited stakeholder requirements, negotiated with vendors, recommended solutions that met business needs.
- Consolidated customer statement printing and insertion operations. Provided statements and product mail services across 15 states.

EDUCATION / CERTIFICATIONS

MS Information Systems • DREXEL UNIVERSITY • Philadelphia, PA

BS Computer Information Systems • DEVRY INSTITUTE OF TECHNOLOGY • Woodbridge, NJ

SIX SIGMA - Yellow Belt • ITIL V3 Certification • Help Desk Institute (HDI)

OTHER INTEREST

Jan, 2018 – Dec, 2021: President South Jersey Mustang Club.

Jan, 2022 – Current: Member of the Daytona Mustang Club

Jan, 2018 – Current: Member of Mustang Club of America

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Thursday, February 16, 2023 9:46:39 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for Interim Council Member District 2*

Order of Preference *Field not completed.*

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name Kevin

Last Name Lewis

Primary Phone 3868044483

Alternate Phone *Field not completed.*

Email Address klewisflorida@cfl.rr.com

Are you a registered Yes

voter in Port Orange?

Address	800 DEL PRADO LN
City	PORT ORANGE, FL
State	FL
Zip Code	32129-3159
Preferred Mailing Address	800 DEL PRADO LN, PORT ORANGE, FL 32129
City Council District	2
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Rick Armitage and Becky Strickland, 801 Del Prado Lane, Port Orange, FL 32129, 386-212-2967
Reference 2	Trudy O'Dell, Human Resources Director, City of South Daytona, 1672 S Ridgewood Ave, South Daytona, FL 32119, 386-322-3069
Reference 3	Rhonda Chubb, 860 Limewood Ave, DeLand, FL 32724, 386-868-7215

Education

High School	New Philadelphia High School, New Philadelphia, Ohio
Date Graduated High School	5/1/1983
College	University of Akron, Akron, Ohio
Date Graduated College	5/1/1987
Degree	Bachelor of Science in Accounting, Computer Science Minor

Additional Information

Work Experience	Over 30 years' experience in local government finance at the City of DeLand and the City of South Daytona. Please see resume for more information.
Interests / Activities	I coached youth baseball and softball for many years through various travel leagues and the City of Port Orange. I now spend many hours deep sea fishing.
Community Involvement	Much of my time in the past was spent as a department head at DeLand and South Daytona. I also spent a tremendous amount of time coaching youth baseball and softball.
Why do you desire to serve on these boards?	I am very excited to be able to continue service to my community after 31+ years of governmental experience. I would like to be able to help facilitate long term financial sustainability along with short term financial accountability, aid in improved organizational efficiency and effectiveness, and help improve organizational communication, trust and cooperation with citizens, HOA's, businesses and other stakeholders.
Additional Information	<i>Field not completed.</i>
Resume	kevin t lewis resume.pdf

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
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Type your name to sign Kevin T Lewis

Date 2/16/2023

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

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Kevin T Lewis
800 Del Prado Lane, Port Orange, FL 32129
386-804-4483

Education:

University of Akron, Akron, Ohio August 1983 - May 1987
Bachelor of Science in Accounting, Computer Science Minor
Graduated May 1987, Summa Cum Laude, 3.8 GPA
Kent State University, Tuscarawas Campus, New Philadelphia, Ohio
August 1982 - May 1983
Early Admittance as high school senior, 4.0 GPA
Daytona Beach Community College/University of Central Florida
Additional hours required for Florida CPA licensure
New Philadelphia High School, New Philadelphia, Ohio 4.0 GPA, 1983 Co-Salutatorian.

License/Certifications:

Certified Public Accountant (CPA) Issued 9/24/1992. Inactive.
Certified Public Finance Officer (CPFO) Issued 3/7/03. Inactive.
Certified Government Finance Officer (CGFO) Issued 11/11/05. Inactive.

Professional Affiliations:

Former Member of Florida Institute of CPA's (FICPA) Volusia County Chapter Florida Institute of CPA's (FICPA)
Former Member of Government Finance Officers Association (GFOA)
Former Member of Government Finance Officers Association (GFOA) Special Review Committee (CAFR Program)
Former Member of Florida Government Finance Officers Association (FGFOA)
Former Member of Volusia/Flagler Florida Government Finance Officers Association (VFFGFOA).

Work Experience:

City of South Daytona, South Daytona, Florida
Finance Director October 2016 to July 2020. Reason for Change - retirement
City of DeLand, DeLand, Florida
Special Advisor to the City Manager April 2016 to October 2016. Reason for Change - temporary position
Finance Director July 2002 to April 2016. Reason for Change - new opportunities/retirement

Kevin T Lewis
800 Del Prado Lane, Port Orange, FL 32129
386-804-4483
(Continued)

Acting Finance Director July 2001 to July 2002. Reason for Change - promotion

Assistant Finance Director October 1990 to July 2001. Reason for Change - promotion

Accounting Supervisor September 1989 to October 1990. Reason for Change - promotion

Enterprise Accountant November 1988 to September 1989. Reason for Change - promotion

Price Waterhouse, Cleveland, Ohio

Staff Accountant - Audit Department September 1987 to October 1988. Reason for Change - relocation to Florida

Skills/Experience:

Policy Development
Emergency Operations Center
Special Assessments
Tax Increment Districts
Community Redevelopment Agencies
Software Implementation
Budget Preparation
Financial Statement Preparation
Customer Service/Utility Billing
Accounts Receivable
Liens/Collections
Purchasing
Debt Issuance
Treasury Management and Investments

Accounts Payable
Payroll
Grants
Retirement Plans
Purchasing
Internal Controls
Supervision
Performance Measures
Audit/Audit Liaison
Self-insurance plans
Employee Health Centers
Project Management
Problem Solving
Critical Analysis
Strong Microsoft Office User (Word, Excel, PowerPoint, Outlook)

Awards:

Florida League of Cities, 2007 Finalist, Finance Official of the Year
Government Finance Officers' Association (GFOA)
Certificate of Achievement for Excellence in Financial Reporting, CAFR Program Fiscal Years 1988 through 2019

Kevin T Lewis
800 Del Prado Lane, Port Orange, FL 32129
386-804-4483
(Continued)

Distinguished Budget Presentation Award, Budget Awards Program
Fiscal Years 2003 through 2015
Boy Scouts of America - Eagle Scout 1983

Personal:

Many years of coaching youth baseball and softball through various travel leagues and the City of Port Orange
Homeowner in Port Orange for 33 years. Also own second piece of property which is currently vacant
31+ years of experience working in local government. 18+ years of which were at a Department Head level working directly with City Councils and other Department Heads
In-depth knowledge of local government operations
In-depth knowledge of local government finance

Objectives:

Looking to continue service to community after 31+ years of governmental experience
Looking to aid and help facilitate long term financial sustainability along with short term financial accountability
Looking to aid in improved organizational efficiency and effectiveness
Looking to improve organizational communication, trust and cooperation with citizens, HOA's, businesses and other stakeholders

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Thursday, February 16, 2023 3:46:26 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for Interim Council Member District 2*

Order of Preference *Field not completed.*

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name Mark

Last Name Gabriel

Primary Phone 3862990900

Alternate Phone 3867614000

Email Address gabrielmarksamuel@gmail.com

Are you a registered Yes

voter in Port Orange?

Address	1676 New Town Terrace
City	Port Orange
State	FLA
Zip Code	32129
Preferred Mailing Address	same
City Council District	2
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Susan Donigan 3628 CARDINAL BLVD DAYTONA BEACH FL 32118 (386) 299-0900
Reference 2	Sandra Magner 3703 S ATLANTIC AVE UNIT 1003 DAYTONA BEACH SHORES FL 32118 (508) 737-6636
Reference 3	Jeana Foster 1677 NEW TOWN TER PORT ORANGE FL 32129 (386) 756-7510

Education

High School	Spruce Creek High School
Date Graduated High School	6/3/1986
College	University of Central Florida
Date Graduated College	12/1/2000
Degree	Bachelor of Arts

Additional Information

Work Experience	Allstate Agency Owner, Real Estate Agent, Restaurant Manager
Interests / Activities	Running, Working out, Pickleball, Snowboarding
Community Involvement	Port Orange Family Days, Volunteering for movie under the stars.
Why do you desire to serve on these boards?	I want to help shape our city for now and the future.
Additional Information	<i>Field not completed.</i>
Resume	Mark_Gabriel_Resume Doc (1).pdf

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

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Acceptance	I agree
Type your name to sign	Mark Gabriel
Date	2/16/2023

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

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Mark Gabriel

3862990900
markgabriel@allstate.com
Port Orange, Florida
32129

SUMMARY

Seasoned Small Business Owner with 14 years of experience in operations management, business strategy and financial management. Demonstrated success in capitalizing on new trends and technologies to drive business development initiatives and achieve sales goals.

SKILLS

- Sales Strategies
- Issue Resolution
- Staff Management
- Verbal and Written Communication

EXPERIENCE

Allstate Agency Owner

Port Orange, Florida

Self/ Aug 2009 to Current

- Engaged with customers and provided high level of service by carefully explaining details about insurance products and services.
- Managed daily production and sustained development of \$2,500,000 per year agency.
- Boosted client retention by 6% through high-quality service and follow through.
- Motivated CSRs and producers to accomplish challenging objectives.
- Planned, coordinated, organized and directed all agency operations.
- Called potential clients to promote business offerings and expand customer base

Real Estate Agent

Port Orange, FL

The Johnson Group/ Mar 2002 to Aug 2009

- Acquired new customers, counseled clients and identified purchasing needs to deliver relevant real estate investments.
- Promoted property sales through advertisements, open houses and participation in multiple listing services.
- Advised prospective clients on current market activities and optimal buying or selling choices.
- Presented properties to potential buyers to address questions or concerns.
- Managed real estate transactions from initiation to closing.

Restaurant Manager

Daytona Beach, FL

The Chart House/ Feb 1998 to Mar 2002

- Created detailed reports on weekly and monthly revenues and expenses.
- Maintained safe working and guest environment to reduce risk of injury and accidents.
- Inspected restrooms and dining and serving areas to foster cleanliness and proper setup.
- Delegated work to staff, setting priorities and goals.
- Distributed food to service staff for prompt delivery to customers.
- Trained new employees to perform duties.
- Optimized profits by controlling food, beverage and labor costs.

EDUCATION AND TRAINING

Bachelor of Arts: Psychology
University of Central Florida Dec 2000
Orlando, FL